

## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, December 11, 2023  
6:00 p.m.

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Presentations/Awards**
- 5. Personal Appearances**
- 6. Staff Reports**

- A. Development Services (pg 9)
- B. Monthly Court Report (pg 15)
- C. Police/Emergency Management (pg 17)

## **7. Committee Reports**

## **8. Consent Agenda**

*The items on the Consent Agenda are approved by a single action of the City Council. If any Councilmember would like to have an item removed from the Consent Agenda and considered separately, they may so request.*

- A. City Council Meeting Minutes, November 27, 2023 (pg 21)
- B. 2022 Street Preservation Project - Acceptance and Final Payment

Reference: - Resolution 23-40 (pg 31)

The City Engineer has determined that the project has been satisfactorily completed in accordance with the project specifications.

- C. Mayberry Court Project - Acceptance and Final Payment

Reference: - Resolution 23-50 (pg 33)

The City Engineer has determined that the project has been satisfactorily completed in accordance with the project specifications.

D. Storm Sewer Project - Acceptance and Final Payment

Reference: - Resolution 23-51 (pg 35)

The City Engineer has determined that the project has been satisfactorily completed in accordance with the project specifications.

**9. Unfinished Business - Second Reading**

A. Saddlebrook 1st Final Plat

Reference: - Agenda Item Information Sheet (pg 39)  
- Bill 3855 (pg 41)  
- Staff Report (pg 43)  
- Development Agreement (pg 50)  
- Final Plat Drawing (pg 60)

Rob Clifton, representing Saddlebrook LLC, is requesting final plat approval for the first phase of the Saddlebrook subdivision, which includes 23 single-family lots located north of Hubach Hill Road, west of Brook Parkway.

- City Council, 11/13/2023: Approved 7-0
- Planning and Zoning Commission 11/7/2023: Approved 7-0

B. Correction to Legal Description for Raymore Commerce Center South Planned Unit Development

Reference: - Agenda Item Information Sheet (pg 61)  
- Bill 3866 (pg 63)  
- Boundary Survey (pg 66)

The City Council originally approved the Planned Unit Development (PUD) zoning for the Raymore Commerce Center South development on July 25, 2022. As the developer has made progress on the development of the site, errors in the initial legal description, including omitted book and page number references, directional bearings and other conveyances of land were identified.

Prior to proceeding with further platting or development of the site, City staff and the developer wish to correct the legal description of the property in order to maintain consistency and avoid further errors.

- City Council, 11/27/2023: Approved 8-0

## **10. New Business - First Reading**

### **A. Calling for April 2, 2024 Municipal Election**

Reference: - Agenda Item Information Sheet (pg 69)  
- Bill 3869 (pg 71)

The Raymore City Charter Section 9.1 states that the regular Municipal Election shall be held on the first Tuesday after the first Monday in April, or such day as may be mandated by State law. Bill 3869 calls for the next municipal election to be held on April 2, 2024. Candidate filing begins Dec. 19, 2023 and ends on Jan. 16, 2024. Positions for City Council seats in each of the four wards will be open to serve a two year term.

### **B. Placing an Online Use Tax on the April 2, 2024 Election Ballot**

Reference: - Agenda Item Information Sheet (pg 73)  
- Bill 3871 (pg 75)

Council has determined it prudent to seek approval for a Use Tax that will allow the City to collect sales tax revenue from the purchase of products from online and out-of-state retailers. The sales tax will be equal to that of the current sales tax and the revenues generated will be used primarily to fund new personnel for the purpose of public safety, including Police, Public Works and Parks and Recreation personnel.

### **C. Award of Contract - Dean Avenue Meter Replacement**

Reference: - Agenda Item Information Sheet (pg 79)  
- Bill 3859 (pg 81)  
- Contract (pg 83)

At a recent City Council work session staff discussed the need to modify the Dean Avenue water meter vault to accurately account for water being sold to Cass County Public Water Supply District 10. Staff is recommending award of a contract to Breit Construction for the Dean Avenue Meter Replacement project.

### **D. Budget Amendment - Dean Avenue Meter Replacement**

Reference: - Agenda Item Information Sheet (pg 115)  
- Bill 3860 (pg 117)

Staff is requesting a budget amendment in the amount of \$80,000 to provide funding for the Dean Avenue Meter Replacement.

E. Award of Contract - Access Modifications Dean Avenue & 58 Highway  
(emergency reading)

Reference: - Agenda Item Information Sheet (pg 119)  
- Bill 3867 (pg 123)  
- Contract (pg 125)

Staff is recommending an award of contract to Wilson & Company for the Access Modifications Dean Avenue and 58 Highway project. The project will include access modifications to Dean Avenue along with the installation of a new traffic signal.

F. Chateau Place Memorandum of Understanding (emergency reading)

Reference: - Agenda Item Information Sheet (pg 143)  
- Bill 3868 (pg 145)  
- Memorandum of Understanding (pg 147)

Chateau Place of Raymore Homeowners Association Inc. desires assistance with snow removal of their private street and has requested that the City perform this service on a contractual basis.

G. Award of Contract - Owen Good Pump Replacement (emergency reading)

Reference: - Agenda Item Information Sheet (pg 151)  
- Bill 3870 (pg 153)  
- Proposal (pg 155)

The FY 2024 Capital Budget provides funds for the replacement and upgrade to the pumps at the Owen Good Sanitary Sewer Lift Station. Staff is recommending a direct purchase of the pumps through our maintenance provider FTC Equipment, LLC.

H. Award of Contract - Trozzolo Communications Group

Reference: - Agenda Item Information Sheet (pg 157)  
- Bill 3872 (pg 159)  
- Agreement (pg 161)

Staff recommends award of contract to Trozzolo Communications Group for strategic public relations services related to the City of Raymore's landfill opposition efforts during the 2024 Legislative Session.

I. Resolution in Opposition to a Landfill in Southeast Kansas City

Reference: - Resolution 23-52 (pg 165)

The City of Raymore has confirmed that the developer continues their efforts to locate a landfill in the southeastern portion of Kansas City, Missouri, near Raymore's northern border shared with Kansas City. This Resolution expresses the City Council's continued opposition to a landfill at that location and support of Senate Bills and House Bills that do the same.

**11. Public Comments**

Please identify yourself for the record and keep comments to a maximum of five minutes.

**12. Mayor/Council Communication**

**13. Adjournment**

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Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 11/20/2023 (pg 169)
- City Council Work Session notes, 12/04/2023 (pg 171)

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**EXECUTIVE SESSION (CLOSED MEETING)**

The Raymore City Council may enter an executive session before or during this meeting, if such action is approved by a majority of Council present, with a quorum, to discuss:

- Litigation matters as authorized by § 610.021 (1),
- Real Estate acquisition matters as authorized by § 610.021 (2),
- Personnel matters as authorized by § 610.021 (3),
- Other matters as authorized by § 610.021 (4-21) as may be applicable.

*Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816) 331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.*

*Hearing aids are available for this meeting for the hearing impaired. Inquire with the City Clerk, who sits immediately left of the podium as one faces the dais.*



# Staff Reports





## MONTHLY REPORT NOVEMBER 2023

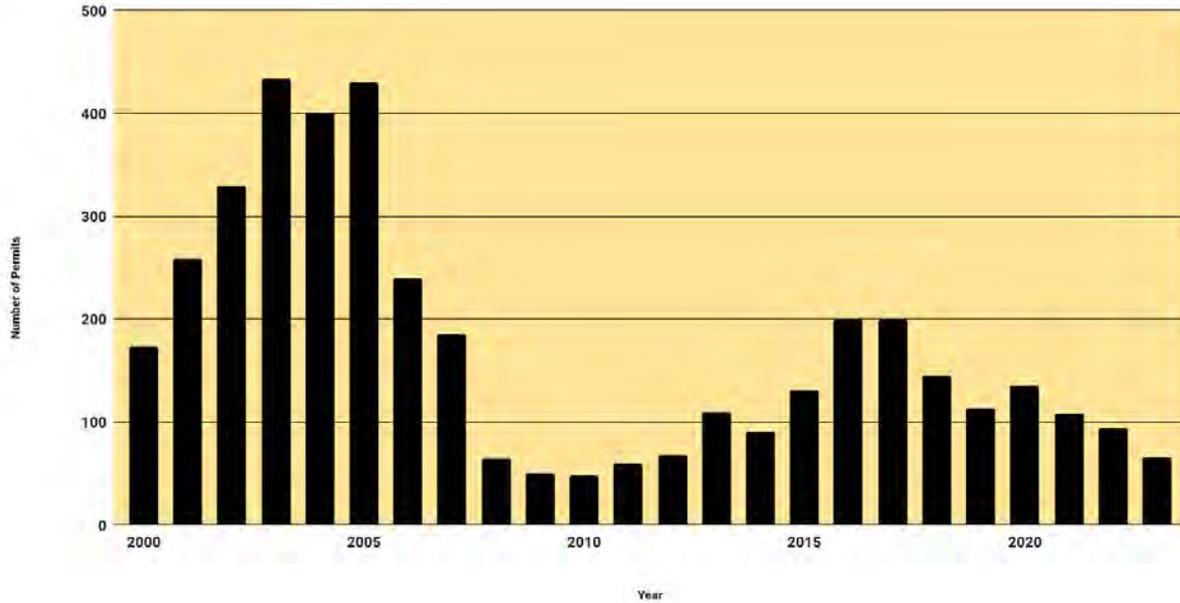
### Building Permit Activity

Type of Permit	NOV 2023	2023 YTD	2022 YTD	2022 Total
Detached Single-Family Residential	6	66	90	94
Attached Single-Family Residential	24	110	238	238
Multi-Family Residential	0	0	15	15
Miscellaneous Residential (deck; roof)	68	701	719	763
Commercial - New, Additions, Alterations	5	27	20	20
Sign Permits	3	62	43	49
Inspections	NOV 2023	2023 YTD	2022 YTD	2022 Total
Total No. of Inspections	441	5,073	5,799	6,264
Residential Inspections	220	2,488	-	-
Commercial Inspections	221	2,585	-	-
Valuation	NOV 2023	2023 YTD	2022 YTD	2022 Total
Total Residential Permit Valuation	\$7,656,000	\$46,487,410	\$68,855,700	\$69,322,400
Total Commercial Permit Valuation	\$2,884,482	\$40,675,232	\$93,784,200	\$93,784,200

**Additional Building Activity:**

- Interior finishing work continues on the residential apartment buildings within The Depot community. The Clubhouse, fitness center and leasing office are nearing completion.
- Staff issued a Certificate of Occupancy for the Southern Glazer's distribution center at 1100 S. Dean Avenue.
- Tenant finish work is underway at 1204 S. Dean Avenue for the location of Harmar, a medical mobility solutions company locating within the Raymore Commerce Center.
- Tenant finish work is underway at 1206 S. Dean Avenue for the location of A4 Apparel, a clothing distribution facility located within the Raymore Commerce Center.
- Staff continues inspections at the Nuuly distribution facility located at 1300 S. Dean Avenue. Work should be completed in the next month.
- Building renovations commenced for the redevelopment of the former Office Max building located at 121 N Dean Avenue, which will be the future location of a [Sano Orthopedics office](#).
- Construction was completed at the Starbucks Coffee located at 1631 W. Foxwood Drive.

Single Family Building Permits



## CODE ENFORCEMENT ACTIVITY

Code Activity	NOV 2023	2023 YTD	2022 YTD	2022 Total
Code Enforcement Cases Opened	31	652	659	705
<i>Notices Mailed</i>			-	-
-Tall Grass/Weeds	2	131	143	144
- Inoperable Vehicles	6	217	208	221
- Junk/Trash/Debris in Yard	12	117	111	122
- Object placed in right-of-way	0	19	10	10
- Parking of vehicles in front yard	2	27	34	46
- Exterior home maintenance	3	74	70	73
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	3	59	55	55
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	5	-	-
Signs in right-of-way removed	68	541	1,115	1,184
Violations abated by Code Officer	4	52	71	76

## DEVELOPMENT ACTIVITY

### Current Projects

- Comprehensive Plan
- Saddlebrook 1st Final Plat
- Sano Orthopedic (former Office Max)
- Kurzweil & Gore (NE Corner) Annexation and Development
- HTeaO Site Development

## ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL

### **November 7, 2023 Planning and Zoning Commission**

- Conditional Use Permit for Pole Sign - 108 N. Madison (public hearing), denial
- Saddlebrook 1st Final Plat, approved

### **November 8, 2023 Board of Zoning Adjustment**

- 106 S. Sunset Fence Height Variance (public hearing), approved

### **November 13, 2023 City Council**

- 1st Reading - Timber Trails Mixed Use - Dean Avenue ROW Vacation (public hearing), approved
- 1st Reading - The Depot at Raymore Final Plat, approved
- 1st Reading - Saddlebrook 1st Final Plat, approved

### **November 21, 2023 Planning and Zoning Commission**

- Meeting Canceled

### **November 27, 2023 City Council**

- 1st Reading - Conditional Use Permit for Pole Sign - 108 N. Madison (public hearing) failed due to lack of motion
- 2nd Reading - Timber Trails Mixed Use - Dean Avenue ROW Vacation, approved
- 2nd Reading - The Depot at Raymore Final Plat, approved

## UPCOMING MEETINGS DECEMBER - JANUARY

### **December 5, 2023 Planning and Zoning Commission**

- Meeting Canceled - no business items

### **December 11, 2023 City Council**

- 2nd Reading - Saddlebrook 1st Final Plat

### **December 19, 2023 Planning and Zoning Commission**

- Meeting Canceled - no business items

### **January 2, 2024 Planning and Zoning Commission**

- No items currently scheduled

### **January 8, 2024 City Council**

- No items currently scheduled

### **January 16, 2024 Planning and Zoning Commission**

- Voluntary Annexation - Kurzweil & Gore Property - northeast corner
- Rezoning "A" Agricultural District to "RE" Rural Estate District - Kurzweil & Gore Property - northeast corner (public hearing)
- Preliminary Plat - Kurzweil & Gore Property - northeast corner (public hearing)

### **January 22, 2024 City Council**

- No items currently scheduled

## **NOVEMBER DEPARTMENT ACTIVITY**

- Economic Development Director Jordan Lea attended an ED Alliance luncheon hosted by the Kansas City Area Development Council (KCADC).
- Economic Development Director Jordan Lea and City Planner Dylan Eppert participated in an informational webinar on the Connected KC 2050 grant program hosted by the Mid America Regional Council.
- Economic Development Director Jordan Lea participated in an executive mentorship program at Engage DECA.
- City Planner Dylan Eppert attended a Public Engagement Event hosted by the Mid-America Regional Council in Harrisonville.
- Economic Development Director Jordan Lea attended the University of Oklahoma's Economic Development Institute.
- City Planner Dylan Eppert attended a Community For All Ages joint meeting to wrap up the 2023 year and discuss upcoming events for 2024.
- Economic Development Director Jordan Lea attended the Childcare Crisis: It's Everyone's Business panel discussion hosted by UnitedWE.

- Mayor Kris Turnbow and Economic Development Director Jordan Lea attended the ribbon cutting for the Sarah Cannon Cancer Institute at Belton Regional Medical Center.



- Economic Development Director Jordan Lea, Development Services Director David Gress, and Parks and Recreation Director Nathan Musteen attended the Kansas City Area Development Council's Annual Luncheon.



- The Planning and Zoning Commission met on Tuesday, Nov. 27 to review two items, including a Conditional Use Permit (CUP) for a pole sign to be maintained at 108 N. Madison and the 2024 Planning and Zoning meeting calendar.

- Development Services Superintendent Jon Woerner reviewed building plans for a warehousing and distribution operation to be located within Building 2 of the Raymore Commerce Center.

- Development Services Director David Gress and Mayor Kris Turnbow were inducted as members of the 2024 Raymore Chamber of Commerce Board at the Annual Chamber Holiday Social

- Development Services Director David Gress and Economic Development Director Jordan Lea attended the monthly South KC Planners Lunch.

- Development Services Superintendent/Building Official Jon Woerner completed a final inspection on the Starbucks Coffee located at 1631 W. Foxwood Drive.

- Economic Development Director Jordan Lea attended an events committee meeting for the Raymore Chamber of Commerce.

- Economic Development Director Jordan Lea attended a quarterly meeting with Economic Development professionals in Missouri Economic Development Council's District 3.

- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce's Annual Chamber Holiday Social and Board Induction. Mayor Kris Turnbow and Development Services Director David Gress were inducted as 2024 Raymore Chamber of Commerce Board members.





## MUNICIPAL DIVISION SUMMARY REPORTING FORM

*Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.*

<b><u>I. COURT INFORMATION</u></b>		Municipality: Raymore Municipal	Reporting Period: Nov 1, 2023 - Nov 30, 2023	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083			County: Cass County	Circuit: 17
Telephone Number: (816)3311712		Fax Number:		
Prepared by: ANGIE R DAVIS		E-mail Address:		
Municipal Judge:				
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		80	1,480	572
B. Cases (citations/informations) filed		5	168	43
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	1
3. court/bench trial - NOT GUILTY		0	1	1
4. plea of GUILTY in court		4	65	13
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	27	0
6. dismissed by court		0	5	5
7. <i>nolle prosequi</i>		0	3	3
8. certified for jury trial (not heard in Municipal Division)		0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		4	101	23
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		81	1,547	592
E. Trial de Novo and/or appeal applications filed		0	0	0
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>		<b><u>IV. PARKING TICKETS</u></b>		
1. # Issued during reporting period	48	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	48	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,733			

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b><u>COURT INFORMATION</u></b>	Municipality: Raymore Municipal	Reporting Period: Nov 1, 2023 - Nov 30, 2023
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<b><u>V. DISBURSEMENTS</u></b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$9,459.00	Court Automation	\$807.72
Clerk Fee - Excess Revenue	\$870.82	Law Enf Arrest-Local	\$400.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$26.85	<b>Total Other Disbursements</b>	
Bond forfeitures (paid to city) - Excess Revenue	\$70.00	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	
<b>Total Excess Revenue</b>		<b>Bond Refunds</b>	\$1,554.50
		<b>Total Disbursements</b>	
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$7,282.00		
Clerk Fee - Other	\$513.82		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$115.36		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$822.71		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$15.84		
Law Enforcement Training (LET) Fund surcharge	\$230.44		
Domestic Violence Shelter surcharge	\$460.00		
Inmate Prisoner Detainee Security Fund surcharge	\$230.44		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$100.00		
<b>Total Other Revenue</b>			

## **Police/Emergency Management Report 12-11-23**

- **New patrol vehicle - it's been over 20 years since we changed the look of our patrol vehicles.**
- **New style of markings and color scheme.**
- **Outfitting process.**
- **Getting great community feedback on the new vehicle.**





# **Consent Agenda**



**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, NOVEMBER 27, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, FORSTER, HOLMAN, AND TOWNSEND. PRESENT VIA VIDEOCONFERENCING: COUNCILMEMBER ENGERT. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.**

**1. Call to Order**

Mayor Turnbow called the meeting to order at 6:02 p.m.

**2. Roll Call**

City Clerk Erica Hill called roll; quorum present to conduct business. Councilmember Engert joined the meeting through videoconferencing at 6:10 p.m.

**3. Pledge of Allegiance**

**4. Presentation/Awards**

Daughters of the American Revolution Prairie Chapter Regent Marcia Beck, Nancy Morris, and Sharon Parys presented Mayor Turnbow with the Distinguished Citizen Medal.

Donovan Bock and Kristina Guarino with the Raymore Behavioral Health Crisis Center provided a review of their first year in the community and the services they provide.

**5. Personal Appearances**

**6. Staff Reports**

Public Works Director Mike Krass reviewed the staff report included in the packet. He reviewed the recent winter weather event.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the packet. He noted the Mayor's Tree Lighting is Friday. He answered questions from Council.

Communications Manager Melissa Harmer presented the new artwork in Council Chambers by Holly Thomas. She reviewed upcoming Arts Commission events and introduced Marketing and Communications Assistant Alex Garcia.

Development Services Director David Gress provided an update on the comprehensive plan project.

City Clerk Erica Hill announced candidate filing information for the 2024 Municipal Election.

City Manager Jim Feuerborn announced items for the December 4 work session.

**7. Committee Reports**

**8. Consent Agenda**

**A. City Council Meeting minutes, November 13, 2023**

**B. Resolution 23-48: 2023 Curb Replacement Project - Acceptance and Final Payment**

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the Consent Agenda as presented.

**DISCUSSION:** None

<b>ROLL CALL VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Abstain
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

**9. Unfinished Business**

**A. Vacation of Dean Avenue Right-of-Way**

**BILL 3857: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF DEAN AVENUE ON THE WEST SIDE OF DEAN AVENUE BETWEEN HICKORYLEAF LANE AND JOHNSTON DRIVE, RAYMORE, CASS COUNTY, MISSOURI."**

City Clerk Erica Hill conducted the second reading of Bill 3857 by title only.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3857 by title only.

**DISCUSSION:** None

<b>ROLL CALL VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye

Councilmember Engert	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3857 as **Raymore City Ordinance 2023-083.**

**B. Acceptance of the Raymore Gateway Blight Study**

**BILL 3858: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DECLARING THE RAYMORE GATEWAY STUDY AREA AS A BLIGHTED AREA."**

City Clerk Erica Hill conducted the second reading of Bill 3858 by title only.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3858 by title only.

**DISCUSSION:** None

<b>ROLL CALL VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3858 as **Raymore City Ordinance 2023-084.**

**C. Raymore Galleria 3rd Final Plat**

**BILL 3856: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE GALLERIA 3RD FINAL PLAT, A SUBDIVISION OF LAND LOCATED PARTLY IN SECTION 17 AND SECTION 18, TOWNSHIP 46N, RANGE 32W, ALL IN RAYMORE, CASS COUNTY, MISSOURI."**

City Clerk Erica Hill conducted the second reading of Bill 3856 by title only.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3856 by title only.

**DISCUSSION:** None

**ROLL CALL VOTE:**

Councilmember Abdelgawad	Aye
Councilmember Baker	Aye
Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Engert	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3856 as **Raymore City Ordinance 2023-085.**

**D. Intergovernmental Agreement with the City of Peculiar for Animal Control Services**

**BILL 3838: "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PECULIAR FOR ANIMAL CONTROL FACILITY SERVICES."**

City Clerk Erica Hill conducted the second reading of Bill 3838 by title only.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3838 by title only.

**DISCUSSION:** None

**ROLL CALL VOTE:**

Councilmember Abdelgawad	Aye
Councilmember Baker	Aye
Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Engert	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3838 as **Raymore City Ordinance 2023-086.**

**E. Intergovernmental Agreement with Cass County Sheriff for Jail Services**

**BILL 3861: "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CASS COUNTY SHERIFF'S OFFICE REGARDING JAIL SERVICES."**

City Clerk Erica Hill conducted the second reading of Bill 3861 by title only.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3861 by title only.

**DISCUSSION:** None

<b>ROLL CALL VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3861 as **Raymore City Ordinance 2023-087**.

**F. MARC Household Hazardous Waste Agreement**

**BILL 3854: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT, RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM."**

City Clerk Erica Hill conducted the second reading of Bill 3854 by title only.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3854 by title only.

**DISCUSSION:** None

<b>ROLL CALL VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3854 as **Raymore City Ordinance 2023-088**.

**G. Award of Contract - Financial Advisor**

**BILL 3863: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN**

**AGREEMENT WITH PIPER SANDLER & COMPANY TO SERVE AS THE INDEPENDENT FINANCIAL ADVISOR TO THE CITY FOR A THREE-YEAR PERIOD."**

City Clerk Erica Hill conducted the second reading of Bill 3863 by title only.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3863 by title only.

**DISCUSSION:** None

<b>ROLL CALL VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3863 as **Raymore City Ordinance 2023-089**.

**10. New Business**

**A. Conditional Use Permit to Maintain Pole Sign at 108 N. Madison (public hearing)**

**BILL 3865: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, GRANTING A CONDITIONAL USE PERMIT PURSUANT TO CITY CODE SECTION 435.100 FOR A POLE SIGN TO BE MAINTAINED IN ITS CURRENT LOCATION AT 108 NORTH MADISON STREET, RAYMORE, CASS COUNTY, MISSOURI."**

City Clerk Erica Hill conducted the first reading of Bill 3865 by title only.

Mayor Turnbow opened the public hearing at 6:28 p.m. and called for a staff report.

Development Services Director David Gress reviewed the staff report included in the Council packet. Michael Joy, owner of the property at 108 N. Madison Street, is requesting a Conditional Use Permit to maintain a nonconforming pole sign in accordance with Section 435.100 of the Unified Development Code, which provides that "requests to install a sign that is not in conformance with the standards of the Sign Code may be filed as a Conditional Use Permit..." The pole sign on the property was deemed to be an abandoned, nonconforming sign in accordance with Section 475.070 of the Unified Development Code, which states that: "Any nonconforming sign that no longer advertises an activity, business or

use conducted or a product sold on the premises where the sign is located will be deemed to be abandoned after a period of ninety (90) days. All abandoned signs must be removed or brought into full compliance with the regulations of this Code." The businesses that are currently advertised on the sign include the Raymore Chamber of Commerce and the Raymore Journal, neither of which have occupied this building in the last 90 days or more. A notice of violation was sent to the owner of the property at 108 N. Madison Street on April 20, 2023, advising the property owner of the corrective actions required to bring the identified sign into compliance with City Code. The Unified Development Code prohibits pole signs within the City and provides regulations relating to nonconforming and/or abandoned signs. The City has required at least five other similar pole signs in the vicinity of this property to come into compliance with the Code in the past, all through voluntary compliance. As this item requires a public hearing, he requested the following be entered into the record: the notice of publication in the North Cass Herald, mailed notices to adjoining property owners, Unified Development Code, application, Growth Management Plan, and the staff report. Staff recommends that the City Council deny the Conditional Use Permit request to maintain the nonconforming, abandoned pole sign.

Mike Joy, owner of 108 N. Madison St., has owned the property since 1976 and stated the sign has been there for 55 years. He asked for a continuance for 6 months while he attempts to sell the building.

Mayor Turnbow opened the floor for comments. Hearing none, he closed the public hearing at 6:39 p.m.

Bill 3868 died for lack of motion.

**B. Correction to Legal Description for Raymore Commerce Center South Planned Unit Development**

**BILL 3866: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE LEGAL DESCRIPTION FOR THE RAYMORE COMMERCE CENTER SOUTH PLANNED UNIT DEVELOPMENT APPLICATION."**

City Clerk Erica Hill conducted the first reading of Bill 3866 by title only.

Development Services Director David Gress reviewed the staff report included in the Council packet. The City Council originally approved the Planned Unit Development (PUD) zoning for the Raymore Commerce Center South development on July 25, 2022. As the developer has made progress on the development of the site, including surveying for Dean Avenue and 195th Street improvements and required utility relocations, errors in the initial legal description, including omitted book and page number references, directional bearings and other conveyances of land were identified. Prior to proceeding with further platting or development of the site, City staff and the developer wish to correct the legal description of the property in order to maintain consistency and avoid further errors.

City Manager Jim Feuerborn stated he has instructed City Attorney Jonathan Zerr to send communication to our development community regarding these types of errors.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3865 by title only.

**DISCUSSION:** Councilmember Holman stated the staff time associated with correcting these errors should result in monetary compensation for city resources.

<b>ROLL CALL VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

## 11. Public Comment

## 12. Mayor/Council Communication

Councilmembers congratulated Mayor Turnbow, welcomed Ms. Garcia, expressed excitement for the Mayor’s Tree Lighting event, and thanked Public Works for their effort in keeping the roads clear.

Mayor Turnbow thanked the Daughters of the American Revolution for being selected to receive the Distinguished Citizen Medal and the information from the Raymore Behavioral Crisis Health facility.

Councilmember Abdelgawad noted the 988 crisis hotline is available to those in crisis.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to adjourn to Executive Session to discuss litigation matters as authorized by §610.021(1).

<b>ROLL CALL VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 6:52 p.m.

**13. Adjournment**

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to adjourn.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Absent
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 7:51 p.m.

Respectfully submitted,

Erica Hill  
City Clerk



**RESOLUTION 23-40**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2022 STREET PRESERVATION PROJECT."**

**WHEREAS**, the Contract specifies that funds be retained until satisfactory completion of the project; and,

**WHEREAS**, the City Engineer determined the project has been satisfactorily completed in accordance with the project specifications.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. The 2022 Street Preservation Project is accepted

Section 2. The final payment in the amount of \$12,805.07 is approved

Section 3. This Resolution shall become effective on and after the date of passage and approval.

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

**DULY READ AND PASSED THIS 11TH DAY OF DECEMBER, 2023 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



**RESOLUTION 23-50**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE MAYBERRY COURT WATERLINE PROJECT."**

**WHEREAS**, the Contract specifies that funds be retained until satisfactory completion of the project; and,

**WHEREAS**, the City Engineer determined the project has been satisfactorily completed in accordance with the project specifications.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. The Mayberry Court Waterline Project is accepted

Section 2. The final payment in the amount of \$3,899.65 is approved

Section 3. This Resolution shall become effective on and after the date of passage and approval.

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

**DULY READ AND PASSED THIS 11TH DAY OF DECEMBER, 2023 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



**RESOLUTION 23-51**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE STORM SEWER PROJECT."**

**WHEREAS**, the Contract specifies that funds be retained until satisfactory completion of the project; and,

**WHEREAS**, the City Engineer determined the project has been satisfactorily completed in accordance with the project specifications.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. The Storm Sewer Project is accepted.

Section 2. The final payment in the amount of \$5,073.23 is approved.

Section 3. This Resolution shall become effective on and after the date of passage and approval.

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

**DULY READ AND PASSED THIS 11TH DAY OF DECEMBER, 2023 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



# **Unfinished Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: November 13, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3855: Saddlebrook 1st Final Plat

**STRATEGIC PLAN GOAL/STRATEGY**

3.2.4 Provide quality, diverse housing options that meet the needs of our community

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
----------------------	--------------------

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Planning and Zoning Commission  
Date: November 7, 2023  
Action/Vote: 7-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report  
Development Agreement  
Final Plat Drawing

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Rob Clifton, representing Saddlebrook LLC, is requesting final plat approval for the 1st phase of the Saddlebrook subdivision, containing 23 single-family lots and four common area tracts located north of Hubach Hill Road, south of the Brookside subdivision.

The development includes a minor extension of Brook Parkway, as well as a minor addition to the Brook Parkway trail.

The Planning and Zoning Commission, at its November 7, 2023 meeting, voted 7-0 to recommend approval of this request.

**BILL 3855**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE SADDLEBROOK 1ST FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."**

**WHEREAS**, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and,

**WHEREAS**, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore Unified Development Code, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and,

**WHEREAS**, the City Council of the City of Raymore, Missouri, finds and declares that the provisions contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public rights-of-ways.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. The City Council makes its findings of fact as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

Section 2. That the subdivision known as Saddlebrook 1st Final Plat is hereby approved for the tract of land described below:

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 46, RANGE 32, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 03 DEGREES 00 MINUTES 53 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 40.00 FEET TO THE NORTH RIGHT OF WAY LINE OF HABACH HILL ROAD; THENCE NORTH 87 DEGREE 04 MINUTES 13 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 20.69 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN TO BE DESCRIBED: THENCE NORTH 87 DEGREE 04 MINUTES 13 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 59.55 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTHWESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 260.00 FEET AN ARC LENGTH OF 23.77 FEET; THENCE NORTH 81 DEGREE 49 MINUTES 56 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 81.81 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY, SOUTHWESTERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 340.00 FEET, AN ARC LENGTH OF 31.12 FEET; THENCE NORTH 87 DEGREE 04 MINUTES 37 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 673.34 FEET; THENCE NORTH 02 DEGREE 55 MINUTES 23 SECONDS EAST, A DISTANCE OF 30.00 FEET, THENCE NORTH 24 DEGREE 07 MINUTES 23 SECONDS EAST, A DISTANCE OF 197.12 FEET; THENCE SOUTH 87 DEGREE 28 MINUTES 09 SECONDS EAST, A DISTANCE OF 79.84 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, HAVING A RADIUS OF 58.00 FEET, AN ARC LENGTH OF 50.07 FEET; THENCE NORTH 25 DEGREE 10 MINUTES 35 SECONDS WEST, A DISTANCE OF 6.97 FEET; THENCE NORTH 69 DEGREE 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 151.55 FEET; THENCE SOUTH 87 DEGREE 04 MINUTES 37 SECONDS EAST, AND PARALLEL TO SAID RIGHT OF WAY, A DISTANCE OF 429.27 FEET; THENCE NORTH 67 DEGREES 27 MINUTES 07 SECONDS EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 22 DEGREES 32 MINUTES 53 SECONDS EAST, A DISTANCE OF 6.53 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE THE LAST COURSE, HAVING A RADIUS OF 540.00 FEET, AN ARC LENGTH OF 178.59 FEET TO THE WEST LINE OF DUTCHMAN

ACRES PHASE II, A SUBDIVISION OF LAND IN RAYMORE, CASS COUNTY, MISSOURI; THENCE SOUTH 02 DEGREES 55 MINUTES 47 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 187.61 FEET TO THE POINT OF BEGINNING.

Section 3. The Development Agreement between the City of Raymore, Missouri, and Saddlebrook, LLC is approved and the City Manager is authorized to execute said agreement on behalf of the City of Raymore, Missouri.

Section 4. Traffic Control Signage. The following stop signs shall be established within the City of Raymore:

- The southwest corner of Saddlebrook Court and Brook Parkway
- The northeast corner of Brook Parkway and Hubach Hill Road

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 13TH DAY OF NOVEMBER, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



**To:** City Council  
**From:** Planning and Zoning Commission  
**Date:** November 13, 2023  
**Re:** Case # 23044 - Saddlebrook 1st Plat - Final Plat lots 1 thru 23 and Tracts A, B, C & D

**GENERAL INFORMATION**

**Applicant:** Rob Clifton  
Saddlebrook LLC  
509 NW 5th St.  
Blue Springs, MO 64014

**Property Owner:** Rick Frye  
Brookside Builders  
803 PCA Rd.  
Warrensburg, MO 64093

**Requested Action:** Final Plat Approval, Saddlebrook 1st Plat

**Property Location:** Generally, located north of Hubach Hill, east of existing Stonegate Subdivision



**Site Photographs:**



View looking north from Brook Pkwy and Hubach Hill Rd.



View looking south from Brook Pkwy and Bristol Dr.

**Existing Zoning:** "R-1P" Single-Family Residential Planned District

**Existing Surrounding Zoning:** **North:** "R-1" Single-Family Residential District  
"R-1P" Single-Family Residential Planned District  
**South:** "R-1P" Single-Family Residential Planned District  
**East:** Unincorporated Cass County  
**West:** "R-1P" Single-Family Residential Planned District

**Existing Surrounding Uses:** **North:** Single-Family Subdivision (Brookside)  
**South:** Single-Family Subdivision (Prairie of the Good Ranch)  
**East:** Unincorporated Cass County  
**West:** Single-Family Subdivision (Stonegate)

**Total Tract Size:** 5.74 Acres

**Total Number of Lots:** 23 Lots and 4 Tracts (A, B, C & D)

**Density - Units Per Acre:** 4.01

**Growth Management Plan:** The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Low Density Residential.

**Major Street Plan:** The Major Thoroughfare Plan Map classifies Hubach Hill Road as a Minor Arterial. Brook Parkway is classified as a Minor Collector.

**Advertisement:** City Ordinance does not require advertisement for Final Plats.

**Public Hearing:** City Ordinance does not require a public hearing for Final Plats.

## **PROPOSAL**

*Outline of Requested Action:* The applicant seeks to obtain Final Plat approval for Saddlebrook 1st Plat– Lots 1 thru 23 and Tracts A, B, C & D.

City Ordinance Requirements: In order for the applicant to accomplish the aforementioned action they must meet the provisions of the Unified Development Code. Chapter 470 of the Unified Development Code outlines the requirements and actions that need to be taken in order to final plat property, specifically, Section 470.130.

## **PREVIOUS ACTIONS ON OR NEAR THE PROPERTY**

1. The subject property was rezoned from “R-1” Single Family Residential District to “R-1P” Single Family Residential Planned District on April 10, 2006. The Planned District allowed for a reduction in the minimum side yard building setback from 10 feet down to 10% of the lot width, with a minimum of 7 feet; and reduced the minimum front yard building setback on the side street for corner lots from 30 feet down to 20 feet.
2. The Brookside South Preliminary Plat was approved for the subject property on May 22, 2006. The Preliminary Plat expired on September 2, 2018.
3. Prairie View of the Good Ranch was rezoned from “A” Agricultural District to “R-1P” Single Family Residential Planned District on October 10, 2005. The Planned District allowed for a reduction in the minimum lot depth from 120 feet down to 100 feet; allowed for a reduction in the minimum rear yard building setback from 30 feet down to 25 feet; and allowed for a reduction in the minimum side yard building setback from 10 feet down to 8.3 feet.
4. In 2015 the Planned District requirements for Prairie View of the Good Ranch were adjusted as follows: the minimum lot size was reduced from 8,400 square feet down to 7,200 square feet; the minimum lot width was reduced from 70 feet down to 60 feet; the minimum front yard building setback was reduced from 30 feet down to 25 feet; and the minimum side yard building setback was reduced from 8.3 feet down to 6 feet.
5. The Venue of The Good Ranch, a townhome development proposed for the northeast corner of Dean Avenue and North Cass Parkway, was rezoned from “A” Agricultural District to “PUD” Planned Unit Development District, on September 9, 2019. The development will consist of 51 4-unit townhome buildings.
6. A request to reclassify the zoning of the property from R-1P to R-2P in order to allow single and two-family residential dwellings was recommended for denial by the Planning Commission in September 2020. Prior to the public hearing by the City Council the applicant withdrew the application.
7. A Good Neighbor Meeting was held on May 19, 2021 for the original preliminary plat request.

8. The City Council voted to approve the Saddlebrook Subdivision - Preliminary Plat as well as amending the bulk and dimensional standards (shown below) of the “R-1P” Single-Family Residential District zoning designation on July 26, 2021.
9. The previously approved preliminary plat (2021) expired on July 26, 2022.
10. On June 12, 2023 the City Council approved the current preliminary plat for the Saddlebrook subdivision.

## ENGINEERING DIVISION COMMENTS

The Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

## STAFF COMMENTS

1. The current bulk and dimensional standards for “R-1P” Single-Family Residential Planned District zoning classification for the subject property is provided below:

Current R-1P	
Minimum Lot Area	
square feet	4,500
Minimum Lot Width (feet)	45
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	30
side	5ft
side, corner lot	20
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	40

2. A 10’ wide walking trail will be constructed within the open space area along the western property line for this phase of development.
3. A 5’ sidewalk is required to be constructed on the north side of Hubach Hill Rd.
4. A buffer strip is required along Hubach Hill Rd. as the proposed development has homes that back up to an arterial or collector street. A Landscape plan is required as part of this buffer strip requirement which has been submitted and is compliant with the Unified Development Code.

5. The Planning and Zoning Commission waived the requirement as outlined in section 445.030.19A regarding the four (4) cul-de-sacs on the south side of the proposed development exceeding 600' in length.

## **PLANNING COMMISSION PROPOSED FINDINGS OF FACT**

Section 470.130 of the Unified Development Code states that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. **Is substantially the same as the approved preliminary plat;**

The final plat is substantially the same as the preliminary plat and Memorandum of Understanding. Roadway alignments and lot configurations generally remain the same.

2. **Complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City; and;**

The proposed final plat does comply with all conditions, restrictions and requirements of the Unified Development Code and all other applicable ordinances and design standards for the City of Raymore with one (1) exception. The Planning and Zoning Commission waived the requirement as outlined in section 445.030.19A regarding the four (4) cul-de-sacs on the south side of the proposed development exceeding 600' in length.

3. **Complies with any condition that may have been attached to the approval of the preliminary plat.**

The proposed plat complies with the conditions of the Memorandum of Understanding that was attached to the approval of the preliminary plat.

## **REVIEW OF INFORMATION AND SCHEDULE**

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></u>
Review	November 7, 2023	November 13, 2023	November 27, 2023

## **STAFF RECOMMENDATION**

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23044 Saddlebrook 1st Final Plat; Lots 1 thru 23 and Tracts A, B, C & D to the City Council with a recommendation of approval.

## **PLANNING COMMISSION RECOMMENDATION 11/7/2023**

At its November 7, 2023 meeting, the Planning and Zoning Commission voted 7- 0 to accept the staff proposed findings of fact and forward Case # 23044 Saddlebrook 1st Final Plat; Lots 1 thru 23 and Tracts A, B, C & D to the City Council with a recommendation of approval.



***Development Agreement***  
***For***  
***Saddlebrook Final Plat***  
***Lots 1 thru 23***  
***and Tracts A thru D***

Legal Description Contained on Pages 2-3

Between Saddlebrook, LLC, Grantor and  
City of Raymore, Grantee  
100 Municipal Circle  
Raymore, MO 64083

*November 27, 2023*

## DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS **27<sup>th</sup> day of November, 2023** by and between, **Saddlebrook, LLC** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Saddlebrook 1st Final Plat** which is located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, the Sub-divider, herein defined, agrees to assume all subdivision development obligations of the City as described in this agreement, and;

WHEREAS, the City desires to ensure that the Sub-divider will accomplish certain things in order to protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as stated herein, the parties agree as follows:

### **GEOGRAPHIC LOCATION:**

1. The terms of this agreement apply to the following property and all portions thereof: **Saddlebrook 1st Final Plat**

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 46, RANGE 32, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 03 DEGREES 00 MINUTES 53 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 40.00 FEET TO THE NORTH RIGHT OF WAY LINE OF HABACH HILL ROAD; THENCE NORTH 87 DEGREE 04 MINUTES 13 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 20.69 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN TO BE DESCRIBED: THENCE NORTH 87 DEGREE 04 MINUTES 13 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 59.55 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTHWESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 260.00 FEET AN ARC LENGTH OF 23.77 FEET; THENCE NORTH 81 DEGREE 49 MINUTES 56 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 81.81 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY, SOUTHWESTERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 340.00 FEET, AN ARC LENGTH OF 31.12 FEET; THENCE NORTH 87 DEGREE 04 MINUTES 37 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 673.34 FEET; THENCE NORTH 02 DEGREE 55 MINUTES 23 SECONDS EAST, A DISTANCE OF 30.00 FEET, THENCE NORTH 24 DEGREE 07 MINUTES 23 SECONDS EAST, A DISTANCE OF 197.12 FEET; THENCE SOUTH 87 DEGREE 28 MINUTES 09 SECONDS EAST, A DISTANCE OF 79.84 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, HAVING A RADIUS OF 58.00 FEET, AN ARC LENGTH OF 50.07 FEET; THENCE NORTH 25 DEGREE 10 MINUTES 35 SECONDS WEST, A DISTANCE OF 6.97 FEET; THENCE NORTH 69 DEGREE 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 151.55

FEET; THENCE SOUTH 87 DEGREE 04 MINUTES 37 SECONDS EAST, AND PARALLEL TO SAID RIGHT OF WAY, A DISTANCE OF 429.27 FEET; THENCE NORTH 67 DEGREES 27 MINUTES 07 SECONDS EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 22 DEGREES 32 MINUTES 53 SECONDS EAST, A DISTANCE OF 6.53 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE THE LAST COURSE, HAVING A RADIUS OF 540.00 FEET, AN ARC LENGTH OF 178.59 FEET TO THE WEST LINE OF DUTCHMAN ACRES PHASE II, A SUBDIVISION OF LAND IN RAYMORE, CASS COUNTY, MISSOURI; THENCE SOUTH 02 DEGREES 55 MINUTES 47 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 187.61 FEET TO THE POINT OF BEGINNING.

**REQUIRED IMPROVEMENTS:**

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.
2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.
4. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.
5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.
6. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.
7. The Developer, and or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or

bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

8. The Sub-divider shall install stormwater treatment facilities (i.e. permeable pavement) in the islands in the cul-de-sac prior to City acceptance of the Improvements.

### **INSTALLATION AND MAINTENANCE**

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.

2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

3. The Sub-divider agrees to provide the City of Raymore "as-built" plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.

4. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

### **FEES, BONDS & INSURANCE**

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.

2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.

3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.

4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.

5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.

6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.

7. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

8. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

**DEVELOPMENT STANDARDS**

1. The Sub-divder agrees that the following Development Standards apply to the lots contained within this phase of development:

Minimum Lot Area	4,500 sq. ft.
Minimum Lot Width	45 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	30 feet
Minimum Rear Yard	30 feet
Minimum Side Yard (Interior)	5 feet
Minimum Side Yard (Exterior)	20 feet
Maximum Building Height	35 feet

Maximum Building Coverage	40%
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2. At the time of completion of a home on a lot, a site tree(s) shall be provided on the lot in accordance with Section 430.060 of the Unified Development Code.

**PARKLAND DEDICATION, OPEN SPACE AND AMENITIES**

The Sub-divider shall construct a ten foot (10') wide trail within the open-space area located along the western property lines of this phase of development. The trail shall be constructed as part of the public improvements for this phase, and accepted with all other improvements.

**ADDITIONAL REQUIREMENTS**

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.
2. The Sub-divider agrees to install a five-foot (5') sidewalk along the north side of Hubach Hill Road as part of the public improvements.
3. The Sub-divider agrees to install a five-foot (5') sidewalk along the east and west sides of Brook Parkway as part of the public improvements.
4. The Sub-divider agrees to install a five-foot (5') sidewalk along Tract D, as well as the north side of Tract A and south side of Tract B to connect to Brook Parkway as part of the public improvements.
5. The Sub-divider agrees to install a landscape buffer strip compliant with Section 445.030(4) of the Unified Development Code within Tract C abutting Hubach Hill Road.

**GENERAL PROVISIONS**

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.
3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.

4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.

5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.

6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.

7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.

9. The Sub-divider and City acknowledge the Memorandum of Understanding for Saddlebrook Subdivision, executed by both parties and approved by City Council on June 12, 2023 remains in effect.

10. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

If to the Sub-divider, at:

City Manager  
100 Municipal Circle  
Raymore, MO 64083

Rob Clifton  
509 NW 5th Street  
Blue Springs, MO 64014

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **SADDLEBROOK 1ST FINAL PLAT**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **SADDLEBROOK 1ST FINAL PLAT**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

\_\_\_\_\_  
Jim Feuerborn, City Manager

Attest:

\_\_\_\_\_  
Erica Hill, City Clerk

  
\_\_\_\_\_  
Sub-divider - Signature

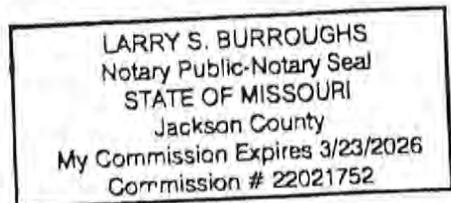
Rob Clifton (Saddlebrook LLC)  
\_\_\_\_\_  
Printed Name

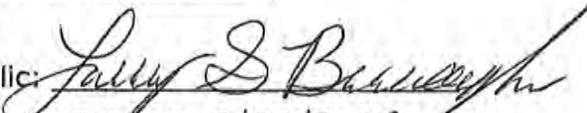
\_\_\_\_\_  
Sub-divider - Signature

\_\_\_\_\_  
Printed Name

Subscribed and sworn to me on this  
the 21 day of November 2023  
in the County of Jackson,  
State of Missouri.

Stamp:



Notary Public:   
My Commission Expires: 3/23/2026

## **Attachment A**

### **FEE CALCULATION FOR SADDLEBROOK 1ST FINAL PLAT**

FEE CALCUATION FOR [SADDLEBROOK 1ST PLAT]

Total Cost for New Public Improvements \$ 648,715.00

All fees and deposits shall be paid prior to recording the final plat. The land disturbance permit fee and erosion control financial security deposit shall be paid prior to commencement of any land disturbance activity (site grading), or if no land disturbance activity started prior to recording of final plat, paid at time of recording final plat.

1	<p><b>Land Disturbance Permit Fee. [455.010B]</b>                  01-00-4170-0000                  If fee paid prior to recording of plat, receipt # _____                  *must be paid prior to issuance of a land disturbance permit</p>	\$ 500.00
2	<p><b>Erosion Control Financial Security Deposit:</b>                  Developer shall provide financial security for erosion control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash deposit to the City. [455.010F]                  60-00-2811-0000                  If deposit paid prior to recording of plat, receipt# #1                  *must be paid prior to issuance of a land disturbance permit</p>	\$ 5,000.00
2a	<p><b>Additional Erosion Control Financial Security:</b>                  (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]:                  (5.74. total disturbed)                  If deposit paid prior to recording of plat, receipt#                  If letter of credit submitted:                  financial institution: _____                  renewal date of letter of credit: _____                  *must be paid prior to issuance of a land disturbance permit</p>	\$ 740.00
3	<p><b>Infrastructure Construction Plan Review Fee:</b>                  An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1]                  01-00-4182-0000                  *must be paid prior to issuance of a construction permit</p>	\$ 6,487.15
4	<p><b>Infrastructure Construction Inspection Fee:</b>                  An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2]                  01-00-4165-0000                  *must be paid prior to issuance of a construction permit</p>	\$ 32,435.75
5	<p><b>Emergency Outdoor Warning Siren Fee:</b>                  \$9.00 per acre (5.74 acres)                  [Schedule of Fees and Charges]                  01-00-4185-0000                  *must be paid prior to recording of the final plat</p>	\$ 51.66
6	<p><b>Parkland Dedication Fee in Lieu</b>                  27-00-4705-0000                  *must be paid prior to recording of the final plat</p>	\$ -
TOTAL FEES TO BE PAID <b>PRIOR TO RECORDING PLAT [5] [6]</b>		\$ 51.66
TOTAL FEES TO BE PAID <b>PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT [1] [2] [2a]</b>		\$ 6,240.00
TOTAL FEES TO BE PAID <b>PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS [3] [4]</b>		\$ 38,922.90





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: November 27, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

3866: Correction to Raymore Commerce Center South PUD Legal Description

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 3.1: Create a healthy and sustainable economy

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
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**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: N/A  
Date: N/A  
Action/Vote: N/A

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Boundary Survey

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The City Council originally approved the Planned Unit Development (PUD) zoning for the Raymore Commerce Center South development on July 25, 2022. As the developer has made progress on the development of the site, including surveying for Dean Avenue and 195th Street improvements and required utility relocations, errors in the initial legal description, including omitted book and page number references, directional bearings and other conveyances of land were identified.

Prior to proceeding with further platting or development of the site, City staff and the developer wish to correct the legal description of the property in order to maintain consistency and avoid further errors.

**BILL 3866**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE LEGAL DESCRIPTION FOR THE RAYMORE COMMERCE CENTER SOUTH PLANNED UNIT DEVELOPMENT APPLICATION.”**

**WHEREAS**, Ordinance 2022-053, considered as Bill 3725, was approved by City Council on July 25, 2022; and,

**WHEREAS**, the legal description contained in Ordinance 2022-053 inadvertently omitted references within the legal description including book and page numbers, directional bearings and other conveyances of land; and,

**WHEREAS**, the geographic boundaries of the Planned Unit Development zoning approved by Ordinance 2022-053 remain the same as originally contained within the staff report, and rezoning map included with the Ordinance, the legal notice publication, and the notice to the neighboring property owners all described the property in its entirety as was intended to be rezoned; and,

**WHEREAS**, the corrected legal description included herein shall be utilized for all development applications pertaining to the Raymore Commerce Center South Planned Unit Development, including final plat and site plan applications; and,

**WHEREAS**, prior to commencing further development of the Raymore Commerce Center South project, staff wishes to correct the errors within the legal description.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. The City Council modifies the legal description contained in Ordinance 2022-053 to include all book and page numbers, directional bearings and other conveyances of land identified within the boundaries of the land area that was rezoned from “BP” Business Park District to “PUD” Planned Unit Development District as part of Ordinance 2022-053, as described below:

**TRACT I:**

ALL THAT PART OF SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI WHICH LIES EAST OF U.S. HIGHWAY NO. 71, EXCEPT THE FOLLOWING TRACT: PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE SOUTH 89 DEGREES 41 MINUTES 47 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 822.0 FEET; THENCE SOUTH 0 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG A LINE BEING 1.0 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING AMOCO 50 FOOT GAS LINE EASEMENT, 2075.99 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 47 SECONDS EAST, PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, 857.03 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH, ALONG THE EAST LINE THEREOF, 2075.51 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 46,

RANGE 32, IN CASS COUNTY, MISSOURI, EXCEPT THAT PART IN ROADS;

ALSO EXCEPT THAT PART CONVEYED TO D&P REALTY CO. LLC BY INSTRUMENT FILED SEPTEMBER 21, 2011 IN BOOK 3489, PAGE 896, AS DOCUMENT NO. 484434 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN SECTION 32, TOWNSHIP 46, RANGE 32 AND SECTION 5, TOWNSHIP 45, RANGE 32, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 3-1/4 INCH ALUMINUM MONUMENT FOUND AT THE NORTHEAST CORNER OF SAID SECTION 5, STAMPED TO IDENTIFY THE CORNER, IN ACCORDANCE WITH DEPARTMENT OF NATURAL RESOURCES DOCUMENT NUMBER 600-69004; THENCE SOUTH 00 DEGREES 28 MINUTES 48 SECONDS EAST (THIS AND SUBSEQUENT BEARINGS ARE BASED UPON THE MISSOURI STATE PLANE, WEST ZONE, COORDINATE SYSTEM) ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, 1427.38 FEET TO A 1/2 INCH REINFORCING STEEL BAR WITH A 1 INCH PLASTIC CAP STAMPED "BRENIZER & ASSOC", HEREINAFTER REFERRED TO AS A 1/2 INCH RSBC, SET ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 71; THENCE NORTH 23 DEGREES 16 MINUTES 03 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 1561.79 FEET TO A 1/2 INCH RSBC SET; THENCE NORTH 11 DEGREES 57 MINUTES 27 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 178.48 FEET TO A CHISELED PLUS SET IN THE CONCRETE BASE OF A HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 23 DEGREES 16 MINUTES 03 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 690.62 FEET TO A 1/2 INCH RSBC SET; THENCE NORTH 24 DEGREES 42 MINUTES 38 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71, 662.45 FEET TO A CHISELED PLUS SET IN THE CONCRETE BASE OF A HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 35 DEGREES 58 MINUTES 49 SECOND WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 119.64 FEET TO A 1/2 INCH RSBC SET; THENCE SOUTH 81 DEGREES 57 MINUTES 34 SECONDS EAST, 1353.76 FEET TO A 1/2 INCH. REINFORCING STEEL BAR WITH A 1 INCH PLASTIC CAP FOUND (FACE OF CAP OBLITERATED) AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, THENCE SOUTH 02 DEGREES 31 MINUTES 51 SECONDS WEST ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 1327.88 FEET TO A 3/8 INCH REINFORCING STEEL BAR FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 87 DEGREES 35 MINUTES 28 SECONDS WEST ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 19.83 FEET TO THE POINT OF BEGINNING, LESS THAT PART IN ROADS.

**TRACT II:**

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE SAID QUARTER SECTION AND RUNNING THENCE SOUTH 89 DEGREES 41 MINUTES 47 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 822.0 FEET; THENCE SOUTH 0 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG A LINE BEING 1.0 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING AMOCO 50 FOOT GAS LINE EASEMENT, 2075.99 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 47 SECONDS EAST, PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, 857.03 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH, ALONG THE EAST LINE THEREOF, 2075.51 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, EXCEPT THAT PART IN ROADS;

ALSO LESS AND EXCEPT ALL THAT PART CONVEYED TO CASS COUNTY WATER DISTRICT 10 BY A GENERAL WARRANTY DEED DATED SEPTEMBER 10, 2010 AND RECORDED SEPTEMBER 16, 2010 IN BOOK 3382, PAGE 767, DESCRIBED AS FOLLOWS:

PART OF A TRACT OF LAND DESCRIBED IN BOOK 1317, PAGE 186 IN THE OFFICE OF THE

RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, BEING PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 46, RANGE 32, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, AFORESAID, RUN THENCE SOUTH 0°00'28" WEST ALONG THE EAST LINE THEREOF, 326.70 FEET; THENCE NORTH 89 °53'43" WEST, PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 200.00 FEET; THENCE NORTH 0°00'28" EAST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 326.70 FEET TO A POINT ON THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 89°53'43" EAST ALONG SAID NORTH LINE, 200.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE RIGHT-OF-WAY OF EAST 195TH STREET, SAID TRACT NOW PLATTED AND DESCRIBED AS FOLLOWS: LOT 1, DISTRICT 10 NORTH TOWER, A SUBDIVISION OF LAND IN CASS COUNTY, MISSOURI.

Section 2. **Effective Date.** The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 3. **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 27TH DAY OF NOVEMBER, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF DECEMBER, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



# **New Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: December 11, 2023

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3869: Calling for the April 2, 2024 Municipal Election

**STRATEGIC PLAN GOAL/STRATEGY**

4.3.3: Demonstrate our dedication to ethical behavior and transparency

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
----------------------	--------------------

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The City Charter, Section 9.1, calls for the regular municipal election to be held on the first (1st) Tuesday after the first (1st) Monday in April.

The 2024 election will be held on Tuesday, April 2, 2024, for the following officers of the City:

Councilmember Ward 1, two year term: currently held by Reginald Townsend

Councilmember Ward 2, two year term: currently held by Tabitha Forster

Councilmember Ward 3, two year term: currently held by Jay Holman

Councilmember Ward 4, two year term: currently held by Sonja Abdelgawad

Candidate filing begins Tuesday, December 19, 2023, and ends Tuesday, January 16, 2024.

**BILL 3869**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 2, 2024."**

**WHEREAS**, according to the Raymore City Charter Section 9.1 Municipal Election, the regular municipal election shall be held on the first (1st) Tuesday after the first (1st) Monday in April, or such day as may be mandated by State law.

**NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI AS FOLLOWS:**

Section 1. The annual election of the officers of the City of Raymore shall be held on the 2nd day of April, 2024.

Section 2. That at said election, the following officers shall be elected:

Councilmember (Ward 1)	Term: 2 years
Councilmember (Ward 2)	Term: 2 years
Councilmember (Ward 3)	Term: 2 years
Councilmember (Ward 4)	Term: 2 years

Section 3. The City Clerk of the City of Raymore is directed to comply with the Comprehensive Election Act of 1977 as amended and to give notice as required by law. Candidate filing opens on December 19, 2023, and will close on January 16, 2024.

Section 4. Effective Date. This Ordinance shall become effective after its passage and approval and any parts of other Ordinances in conflict are hereby repealed.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 11TH DAY OF DECEMBER, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JANUARY, 2024, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: December 11, 2023

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3871: Authorizing and Directing Submission of Use Tax to the Voters

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 4.3.1 Develop/implement long-term funding strategies to support City operations

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
----------------------	--------------------

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Bill 3871 would seek to place the following question on the April 2, 2024, ballot for consideration by the registered voters of Raymore, Missouri:

"Question P

Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

YES  NO

If you are in favor of the question, darken the oval opposite YES. If you are opposed to the question, darken the oval opposite NO."

The use tax is authorized by Section 144.757 of the Revised Statutes of Missouri and is already collected by the state and numerous surrounding municipalities.

If the question is approved, the City of Raymore would begin collecting a use tax from sales made to Raymore buyers by online and out-of-state vendors that are not currently taxed. The funds derived from the use tax will fund among other items primarily municipal costs and expenses associated with the hiring of new municipal employees in police, parks and recreation and public works.

**BILL 3871**

**ORDINANCE**

**"AN ORDINANCE AUTHORIZING AND DIRECTING SUBMISSION TO THE VOTERS OF THE CITY OF RAYMORE, MISSOURI AT THE ELECTION OF APRIL 2, 2024, THE PROPOSAL TO AUTHORIZE THE IMPOSITION OF A USE TAX FOR GENERAL REVENUE PURPOSES AT A RATE EQUAL TO THE CURRENT SALES TAX RATE OF 2.50% IN THE CITY OF RAYMORE, MISSOURI."**

**WHEREAS**, the City of Raymore ("City") is authorized to impose a local use tax at a rate equal to the rate of the local sales taxes in effect within the City pursuant to Section 144.757, RSMo; and

**WHEREAS**, the City currently imposes local sales taxes, as defined in Section 32.085 RSMo, at the rate of 2.50% which is comprised of the following:

General sales tax	1.00%
Transportation sales tax	0.50%
Capital improvements sales tax	0.50%
Parks and Recreation & Stormwater sales tax	0.50%

**WHEREAS**, the City Council desires to submit a ballot question regarding the use tax as authorized by Section 144.757 RSMo, to the qualified voters of City; and

**WHEREAS**, the City Council intends to appropriate the use tax in the same proportion as the four (4) components of the sales taxes for the general, transportation, capital improvements and parks and recreation & stormwater funds; and

**WHEREAS**, Section 144.757 RSMo, provides that the use tax may be referred to or described as the equivalent of a sales tax on purchases made from out-of-state sellers by in-state buyers and on certain intra-business transactions.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. There is hereby imposed, subject to approval of a ballot measure as set forth below by the qualified voters, a use tax as authorized by Section 144.757 RSMo.

Section 2. An election is hereby ordered to be held in the City of Raymore, Missouri on the public election date of April 2, 2024 on the following question:

QUESTION P

Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

YES

NO

If you are in favor of the question, darken the oval opposite "YES".  
If you are opposed to the question, darken the oval opposite "NO".

Section 3. If this question is approved, the City of Raymore would begin collecting a use tax from sales made to Raymore buyers by online and out-of-state vendors that are not currently taxed.

Section 4. The form of Notice of Election showing said question, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 5. The City Clerk is hereby authorized and directed to notify the County Clerk of Cass County, Missouri, of the passage of this Ordinance no later than 4:00 P.M. on Tuesday, January 23, 2024, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo, as amended.

Section 6. At said election, the qualified registered voters of the City shall vote at the polling places within the City, as designated by the Clerk of Cass County.

Section 7. The judges and clerks at said election shall be designated by the Clerk of Cass County and said Clerk of Cass County shall conduct the election and cause the result thereof to be certified to the City Council by law.

Section 8. The City Council hereby expresses the intention to appropriate the use tax in the same proportions as the sales tax for the general, transportation, capital improvements, parks and recreation and stormwater funds. The City Council further expresses the intention that, if any of the sales taxes are repealed or the rate thereof is reduced or raised by voter approval, the resulting equivalent use tax rate will be appropriated in the same resulting proportions as the sales tax rates. The intention to appropriate the use tax in the same proportions as the sales taxes imposed by the City shall be subject to budgeting and annual appropriations by the City Council.

Section 9. A full and complete copy of this Ordinance, submitting the above question to the electorate, including a full and complete copy of the ballot

language, is on file in the office of the City Clerk of the City of Raymore, Missouri, where the same is open for inspection and copying.

Section 10. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 11. Effective Date. The effective date of approval shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

**DULY READ THE FIRST TIME THIS 11TH DAY OF DECEMBER, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS JANUARY 8TH, 2024, BY THE FOLLOWING VOTE:**

- Councilmember Abdelgawad
- Councilmember Baker
- Councilmember Barbe
- Councilmember Burke III
- Councilmember Engert
- Councilmember Forster
- Councilmember Holman
- Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

NOTICE OF ELECTION  
CITY OF RAYMORE, MISSOURI

Notice is hereby given to the qualified voters of the City of Raymore, Missouri that the City Council has called an election to be held on April 2, 2024, commencing at 6:00 a.m. and closing at 7:00 p.m., on the question contained in the following sample ballot:

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OFFICIAL BALLOT  
ELECTION - APRIL 2, 2024  
CITY OF RAYMORE, MISSOURI

QUESTION P

Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

YES                       NO

If you are in favor of the question, darken the oval opposite "YES". If you are opposed to the question, darken the oval opposite "NO".

The election will be held at the following polling places in the City:

PRECINCT	POLLING PLACE
_____	_____
_____	_____
_____	_____
_____	_____

Dated: \_\_\_\_\_, 20\_\_\_\_

---

Cass County Clerk



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: December 11, 2023

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3859: Award of Contract - Dean Avenue Meter Replacement

**STRATEGIC PLAN GOAL/STRATEGY**

**FINANCIAL IMPACT**

Award To:	Breit Construction LLC
Amount of Request/Contract:	\$78,330
Amount Budgeted:	\$80,000
Funding Source/Account#:	Fund 52

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

At a recent City Council work session, staff discussed the need to modify the Dean Avenue water meter vault to accurately account for water being sold to Cass County Public Water Supply District 10.

Bids were received for the Dean Avenue Meter Replacement Project on September 19, 2023:

Breit Construction LLC	\$78,330.00
Redford Construction Co	\$104,650.00

Staff recommends award of the contract to Breit Construction in the amount of \$78,330.00.

**BILL 3859**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION FOR THE DEAN AVENUE METER REPLACEMENT PROJECT, CITY PROJECT NUMBER 23-899-501, IN THE AMOUNT OF \$78,330 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”**

**WHEREAS**, the Dean Avenue Meter Replacement project was included in the FY2023 budget; and,

**WHEREAS**, bids for this project were received on September 19, 2023; and,

**WHEREAS**, Breit Construction has been determined to be the lowest and best bidder.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. The City Manager is directed to enter into a contract in the amount of \$78,330 with Breit Construction for the Dean Avenue Meter Replacement project, attached as exhibit A.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 11TH DAY OF DECEMBER, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JANUARY, 2024, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



CITY OF RAYMORE  
CONTRACT FOR SERVICES

**Dean Ave Meter Replacement**

This Contract for the Dean Ave Meter Replacement, hereafter referred to as the **Contract** is made this 8th day of January, 2024, between Breit Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 551, Raymore, MO 64083, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of January 8, 2024 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I  
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal #23-899-501 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

## ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **30** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

## ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$78,330.00.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

The City Manager has the authority for change orders.

## ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

#### ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

#### ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created by the Contractor within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor or vendor with the necessary and applicable qualifications to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this

contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor’s surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII  
 RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor’s responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 30) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

#### ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails

to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or email to the Contractor.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or unsatisfactory services.

#### ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City may each agree to appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

#### ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2019 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with the bid specifications.

#### ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII  
NOTICE OF PENALTIES FOR FAILURE  
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII  
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
  - \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest: \_\_\_\_\_  
Erica Hill, City Clerk

(SEAL)

**BREIT CONSTRUCTION LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

**APPENDIX A**  
**SCOPE OF SERVICES AND SPECIAL PROVISIONS**

**Dean Ave Meter Replacement**

**ANTICIPATED SCOPE OF SERVICES:**

Replace the existing water meter in the underground vault at Dean and Buffalo Grass Drive.

- The current meter is 12" in diameter, 19" in length. The new meter is a 10" OMNI Turbo (T2) supplied by the City, 42" in length.
- A new 12" gate valve is to be installed downstream of the existing vault. This will have to be done prior to any other work to ensure water service during the rest of construction.
- Remove the existing piping in the vault and replace as per the new configuration. All existing valves, pipe, couplings, supports are to be reused where possible.
- The existing check valve is to be relocated to a new concrete manhole downstream of the existing vault.
- The existing bypass will be removed. A new 12" bypass with one 12" gate valve is to be installed outside of the existing vault. The existing valve on the bypass can be installed on the new bypass. The bypass can be either ductile iron or C900 PVC.
- All hardware must be stainless steel.
- The existing line is approximately 4.5' feet below ground level and 9' behind back of curb.
- All existing pipe, the meter and materials not able to be used in the new configuration are to be returned to the City.

**1. SPECIFICATIONS WHICH APPLY**

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with:

1. City of Raymore – Standard Contract Documents and Technical Specifications for Utility and Street Construction (latest edition)
2. Kansas City Metro Chapter of the American Public Works Association
3. Missouri Department of Transportation (Culvert, Guardrail)
  - a. 2017 Missouri Standard Specifications for Highway Construction
  - b. 2017 Missouri Standard Plans for Highway Construction

**2. PROJECT AWARD**

Award of this project will be based upon the sum of the bid schedules. The Contractor however, shall take special consideration of the "Information for

Bidders" section of the project contract documents; in particular, Evaluation of Bids in submitting their unit prices.

The City of Raymore preserves the right to increase, reduce or delete any bid items after award of the contract. No adjustments will be made to the unit prices bid on the contract for any items because of increase, reduction or deletion.

3. PROJECT COMPLETION AND SCHEDULE

It is expected that Notice of Award shall be issued in October 2023.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2013 shall be amended to include the following:

Contractor shall complete work within **30** calendar days of the execution of the Notice to Proceed.

4. ENGINEER

The City of Raymore Public Works Director or his/her designee shall be the Engineer for this project.

5. GENERAL CONDITIONS

The General Conditions shall be modified as follows. All provisions of the General Conditions which are not so modified or supplemented shall remain in full force and effect.

GC 6.02: Add "No. 1 Change Orders" and "No. 2 Addenda" to the order of preference list.

6. MEASUREMENT AND PAYMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

- A. Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. Payment shall be made on the schedule enclosed in the bid documents.
- B. 12" Gate Valve:** 12" Gate Valve will be paid for at the unit bid price per each. The unit bid cost shall include all labor, equipment and materials required to install the gate valve as per plan. The valve shall be Mueller, A-2361 Resilient Wedge Gate Valves with flanged ends or approved equal meeting the specifications for this valve. This unit cost shall include a ductile iron riser.
- C. 5' Diameter Manhole:** 5' Diameter Manhole shall be measured and paid for as per each. The unit cost shall include all labor, equipment and materials to install the manhole as per plan. The aluminum hatch and bedding gravel are included in this line item. The manhole shall be as per City Standar Spec for a sanitary manhole.
- D. Installation of New Meter:** Installation of New Meter will be considered a lump sum item for payment. The total lump sum price shall include all labor, equipment and materials required to make the modifications to the piping system inside the meter vault as per plan and install the new meter.
- E. Relocate 12" Check Valve:** Relocate 12" Check Valve will be considered a lump sum item for payment. The total lump sum price shall include all labor, equipment and materials required to relocate the check valve as per plan. The valve is a Valmatic 1812a with flanged couplings.
- F. Relocation of 12" Bypass:** Relocation of 12" Bypass will be considered a lump sum item for payment. The total lump sum price shall include all labor, equipment and materials required to relocate/install the 12" bypass as per plan. This price also includes relocating the 12" gate valve, removing the hand wheel, installing a ductile iron riser, installing the restrained flanged coupling adapter as per plan and backing and straddle blocks as per City specifications.
- G. Connect to Existing:** Connect to Existing will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to make all the connections necessary to the existing water line to the pipes stubbed out of the meter vault. All hardware will be stainless steel and all exposed ductile iron pipe and fittings shall be poly-wrapped.
- H. Rock Excavation:** Rock Excavation shall be measured and paid for as the cubic yard bid line item. The bid price shall include all labor,

equipment and materials to remove and dispose of rock that can't be removed without the use of a hydraulic hammer.

**I. Traffic Control:** Traffic Control will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to create a safe working environment as per MUTCD. Lane closures will require an arrow board. The lane is not to be left closed overnight without advance permission from the City.

**J. Restoration:** Restoration will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to restore the site and any areas disturbed during construction to pre-construction condition.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 23-899-501**

**Appendix B**  
**General Terms and Conditions**

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s) in consultation with the Finance Director. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of November, 2023.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit  
\$ 100,000 Damage to Rented Premises  
\$ 5,000 Medical Expense Limit  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 General Aggregate Limit  
\$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence  
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit  
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 30 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

At completion of work – 95% of the contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Raymore City council, at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 30). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Certificate copies must be submitted with the RFP, if the project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor’s License from a reciprocating city; OR provide proof of a Bachelor’s degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may

be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

*U. Payment Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

*V. Maintenance Bond*

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

*W. Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

*X. Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become an open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

*Y. American Products*

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
  - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
  - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
    - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
    - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
  - a. Specify the nature of the contract,
  - b. Specify the product being purchased or leased,
  - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
  - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
  - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

*Z. Affidavit of Work Authorization and Documentation*

Pursuant to Section 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

**PROPOSAL FORM A**  
RFP 23-899-501

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) Andrew Breit having authority to act on behalf of (Company name) Breit Construction LLC do hereby acknowledge that (Company name) Breit Construction LLC will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Breit Construction LLC

ADDRESS: PO Box 551  
Street

ADDRESS: Raymore MO 64083  
City State Zip

PHONE: (913) 485-8008

E-MAIL: andy.breit@breitconstructionllc.com

DATE: 9/19/2023  - General Manager  
(Month-Day-Year) Signature of Officer/Title

DATE: \_\_\_\_\_  
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):  
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

**PROPOSAL FORM B**  
RFP 23-899-501

**CONTRACTOR DISCLOSURES**

*The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.*

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes \_\_\_ No X
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes \_\_\_ No X
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes \_\_\_ No X
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes \_\_\_ No X
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes \_\_\_ No X
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes \_\_\_ No X
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes \_\_\_ No X
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes \_\_\_ No X  
  
*\*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes \_\_\_ No X
10. Has the Firm been the subject to any bankruptcy proceeding? Yes \_\_\_ No X

**Legal Matters**

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

Yes  No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

Yes  No If yes, provide details in an attachment.

**Required Representations**

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for the same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

**PROPOSAL FORM C**  
 RFP 23-899-501

**EXPERIENCE / REFERENCES**

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year and must demonstrate that they, or the principals assigned to this Project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. \*Please list any Municipalities that you have done work for in the past, not including the City of Raymore.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

<b>COMPANY NAME</b>	City of Raymore
<b>ADDRESS</b>	100 Municipal Cir Raymore, MO 64083
<b>CONTACT PERSON</b>	Mike Krass
<b>CONTACT EMAIL</b>	mkrass@raymore.com
<b>TELEPHONE NUMBER</b>	(816) 331-0488
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Various

<b>COMPANY NAME</b>	Onsite Construction Group LLC
<b>ADDRESS</b>	2610 NW Expressway, Suite A Oklahoma City, OK 73112
<b>CONTACT PERSON</b>	Jesse Baumann
<b>CONTACT EMAIL</b>	jesse.bauman@onsite-cg.com
<b>TELEPHONE NUMBER</b>	(816) 562-7188
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Various

<b>COMPANY NAME</b>	Good-Otis LLC
<b>ADDRESS</b>	PO Box 644 Raymore, MO 64083
<b>CONTACT PERSON</b>	Reeve Marksbury
<b>CONTACT EMAIL</b>	reeve@thegoodranch.com
<b>TELEPHONE NUMBER</b>	(816) 585-7328
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Various

<b>COMPANY NAME</b>	Wil-Pav, Inc.
<b>ADDRESS</b>	12900 E Kentucky Rd Sugar Creek, MO 64050
<b>CONTACT PERSON</b>	Dan Ward
<b>CONTACT EMAIL</b>	dan@wilpav.com
<b>TELEPHONE NUMBER</b>	(816) 836-1786
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Various

<b>COMPANY NAME</b>	Ryan Companies
<b>ADDRESS</b>	215 E. 18th Street Ste. 22 Kansas City, MO 64108
<b>CONTACT PERSON</b>	Tyler Lange
<b>CONTACT EMAIL</b>	tyler.lange@ryancompanies.com
<b>TELEPHONE NUMBER</b>	(712) 660-1324
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Westport Commons - \$931,253 - In Progress

State the number of Years in Business: 39

State the current number of personnel on staff: 14

**PROPOSAL FORM D**  
RFP 23-899-501

Proposal of Breit Construction LLC, organized and  
(Company Name)  
existing under the laws of the State of Missouri, doing business  
as a partnership (\*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 23-899-501 – Dean Ave Meter Replacement.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(\*) Insert "a corporation, a partnership, or an individual" as applicable.

**BID PROPOSAL FORM E – Project No. 23-899-501**

**Dean Ave Meter Replacement**

**Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	3,761	\$ 3,761
New, downstream 12" gate valve	Each	1	9,814	\$ 9,814
5' Diameter concrete manhole	Each	1	11,944	\$ 11,944
Installation of new meter	LS	1	6,989	\$ 6,989
Relocation of existing check valve	LS	1	4,720	\$ 4,720
Modification/Relocation of 12" bypass	LS	1	19,104	\$ 19,104
Connecting to existing water main	LS	1	13,313	\$ 13,313
Rock Excavation	Cu Yd	5	825	\$ 4,125
Traffic Control	LS	1	1,797	\$ 1,797
Restoration	LS	1	2,763	\$ 2,763
<b>TOTAL BASE BID</b>				<b>\$ 78,330</b>

**Company Name** Breit Construction LLC

**Total Base Bid for Project Number: 23-899-501**

\$ 78,330

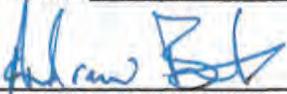
**In the blank above insert numbers for the sum of the bid.**

**( \$ Seventy-eight thousand three hundred thirty dollars )**

**In the blank above write out the sum of the bid.**

**BID PROPOSAL FORM E - RFP 23-899-501  
CONTINUED**

**Company Name** Breit Construction LLC

**By**   
Authorized Person's Signature

Andrew Breit - General Manager  
Print or type name and title of signer

**Company Address** PO Box 551  
Raymore, MO  
64083

**Phone** (913) 485-8008

**Fax** (816) 322-1241

**Email** andy.breit@breitconstructionllc.com

**Date** 9/19/2023

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No.     

Addendum No.     

Addendum No.     

Addendum No.     

Addendum No.     

**LATE BIDS CANNOT BE ACCEPTED!**

**CITY OF RAYMORE**  
100 Municipal Circle · Raymore, MO. 64083  
Phone · 816-892-3045 · Fax · 816-892-3093



**ADDENDUM NO. 1**  
Dean Avenue Meter Replacement  
Project #23-899-501

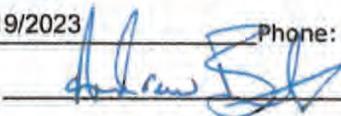
All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

**Addendum No. 1 - Clarification.**

**1. Clarification:** Stamped Plans Attached. No changes made.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at [kquade@raymore.com](mailto:kquade@raymore.com) or by phone at (816) 892-3045. There will be no questions allowed after September 14, 2023 at 5 p.m.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: Breit Construction LLC  
By: Andrew Breit  
Title: General Manager  
Address: PO Box 551  
City, State, Zip: Raymore, MO 64083  
Date: 9/19/2023 Phone: (913) 485-8008  
Signature of Bidder: 

**ADDENDUM MUST BE SUBMITTED WITH BID**



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: December 11, 2023

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3860: Budget Amendment - Dean Ave Meter Replacement

**STRATEGIC PLAN GOAL/STRATEGY**

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract: \$80,000  
Amount Budgeted: \$0  
Funding Source/Account#: 52

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
----------------------	--------------------

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Jim Feuerborn

### BACKGROUND / JUSTIFICATION

Staff is requesting an amendment to the FY 2024 Capital budget to provide funding for the Dean Avenue Meter Replacement Project. Staff is requesting \$80,000 to provide for the project and contingency costs to complete the replacement project.

	Budget	Budgeted FY2024	Amendment	Change
Fund (52)	\$113,366	\$193,366	\$80,000	

**BILL 3860**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2024 CAPITAL BUDGET TO PROVIDE ADDITIONAL FUNDING FOR THE DEAN AVENUE METER REPLACEMENT PROJECT.”**

**WHEREAS**, a budget amendment to the Fiscal Year 2024 capital budget is necessary to provide the necessary funds to construct the project.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. The City Manager is directed to amend the FY2024 budget to fund the Dean Avenue Meter Replacement Project as follows:

<b>Budget</b>	<b>Budgeted FY2024</b>	<b>Amendment</b>	<b>Change</b>
Fund (52)	\$113,366	\$193,366	\$80,000

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 11TH DAY OF DECEMBER, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JANUARY, 2024, BY THE FOLLOWING VOTE:**

- Councilmember Abdelgawad
- Councilmember Baker
- Councilmember Barber
- Councilmember Burke III
- Councilmember Engert
- Councilmember Forster
- Councilmember Holman
- Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

Date of Signature



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: December 11, 2023

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3867: Access Modifications Dean Avenue & 58 Highway

**STRATEGIC PLAN GOAL/STRATEGY**

2.2.2 Create and maintain a well-connected transportation network

**FINANCIAL IMPACT**

Award To:	Wilson & Company
Amount of Request/Contract:	\$346,720
Amount Budgeted:	\$350,000.00
Funding Source/Account#:	Fund 37 - Excise Tax

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
January 2024	June 2024

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract  
Map

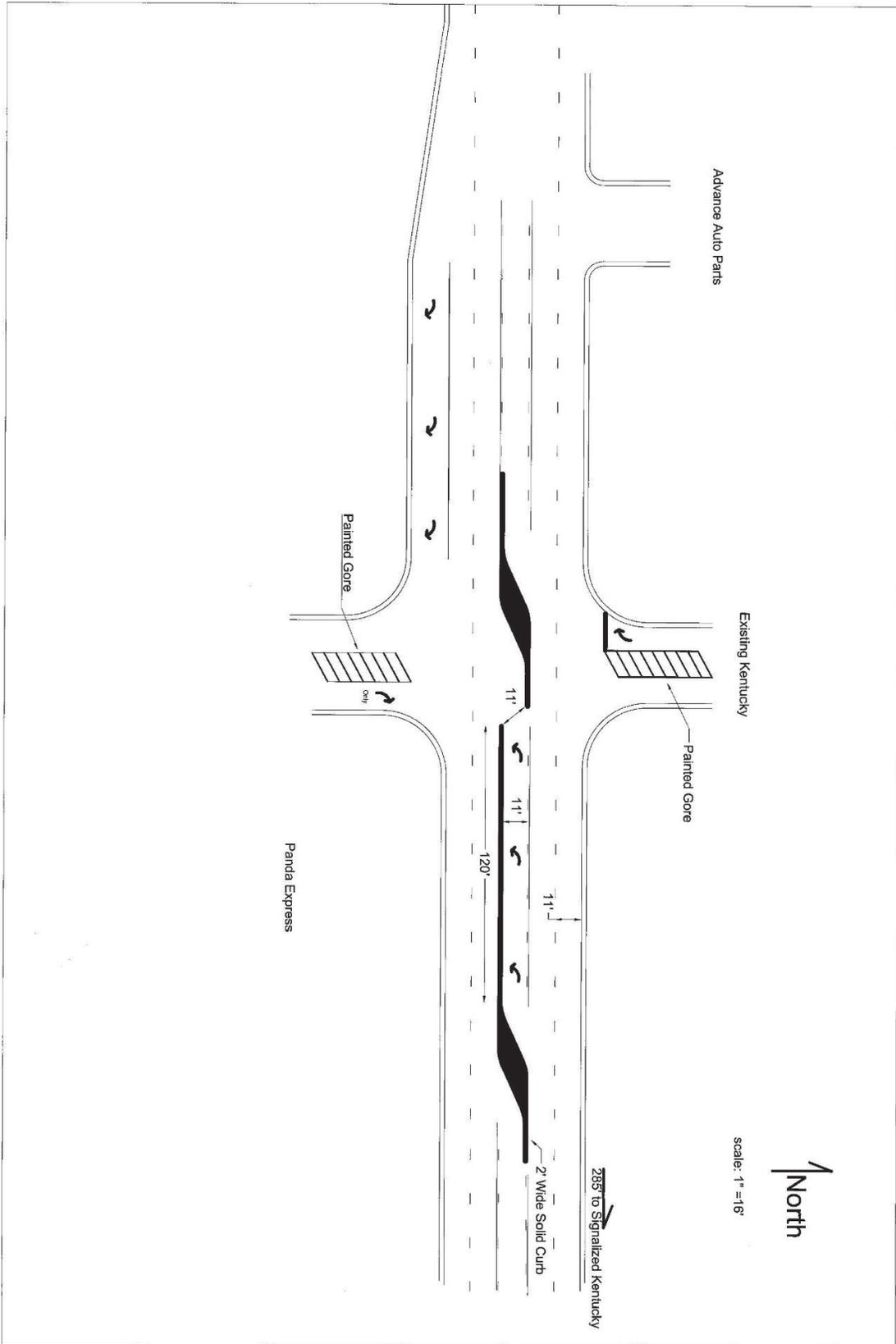
**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The project will cover the design costs associated with the Dean Avenue Access Management Project. The project involves installing a median down part of Dean Avenue from 58 Highway to a new entrance toward the middle of Walmart's parking lot. This will include installing a left turn lane and new stop light on Dean Avenue, as shown on the attached map. The engineer and the City will be working with Walmart to modify the layout of their parking lot to accommodate the new infrastructure.





**BILL 3867**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILSON & COMPANY FOR THE ACCESS MODIFICATIONS DEAN AVENUE & 58 HIGHWAY PROJECT, CITY PROJECT NUMBER 23-437-301, IN THE AMOUNT OF \$346,720 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY."**

**WHEREAS**, the Access Modifications Dean Avenue & 58 Highway project was included in the FY2023 budget; and,

**WHEREAS**, the staff publicly advertised for Access Modifications Dean Avenue & 58 Highway; and,

**WHEREAS**, staff reviewed the proposals submitted and found that the proposal from Wilson & Company was the best of the proposals submitted.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. The City Manager is directed to enter into a contract in the amount of \$346,720 with Wilson & Company for the Access Modifications Dean Avenue & 58 Highway project, attached as exhibit A.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Emergency Reading. In order to assure timely completion of this project, the Mayor hereby authorizes the passage of this Ordinance as an emergency bill.

**DULY READ THE FIRST TIME THIS 11TH DAY OF DECEMBER, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF DECEMBER, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



CITY OF RAYMORE  
CONTRACT FOR PROFESSIONAL SERVICES

**Access Modifications and Traffic Signal Design on Dean Ave & 58 Hwy**

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

Agreement made this December 11, 2023 between Wilson & Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 800 East 101st Terrace, Suite 200, Kansas City, MO 64131, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of December 11, 2023 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I  
THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #23-437-301 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu # 23-437-301 including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II  
TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and City Manager's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III  
CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, **\$346,720.00** which is "not to exceed" Three Hundred Forty Six Thousand Seven Hundred Twenty dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

ARTICLE IV  
CONTRACT PAYMENT

The City agrees to pay the Consultant for the completed work as follows:

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of the Consultant's work. The City will be the sole judge as to the sufficiency of the work performed. A 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made.

In the event of the Consultant's failure to perform any of his duties as specified in this contract and addendums, or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

ARTICLE V  
INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

Consultant agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

## ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Consultant may rely.

The Consultant's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Consultant shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

Consultant agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Consultant shall bear the cost of any permits which he is obligated to secure. Consultant will also ensure any sub-Consultants hired will obtain the necessary licenses and permits as required.

Consultant agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Consultant agrees to ensure sub-Consultants and their employees comply with all applicable laws and regulations aforementioned.

Consultant also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

## ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Consultant at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

## ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to mediate the issue. Mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute. In all cases where work on the project is not complete, the Contractor agrees to carry on with the work and to maintain the progress schedule during any dispute under this Contract unless otherwise mutually agreed in writing by the parties.

## ARTICLE IX WARRANTY

Consultant shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with Appendix A specifications.

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

## ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in

connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XI  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant as to the prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

SEAL)

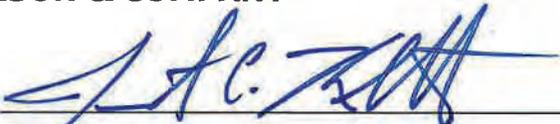
**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest: \_\_\_\_\_  
Erica Hill, City Clerk

SEAL)

**WILSON & COMPANY**

By: \_\_\_\_\_  


Title: Vice President

Attest: \_\_\_\_\_  


**Appendix A**  
**Scope of Services**

See attached.

## **Appendix B General Terms and Conditions**

### *A. Procedures*

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Public Works Director in consultation with the Finance Director or their authorized representative (s). The Consultant shall not comply with requests and/or orders issued by any other person. The Finance Director will designate his/her authorized representatives in writing. Both the City of Raymore and the Consultant must approve any changes to the contract in writing.

### *B. Contract Period*

Award of this contract is anticipated prior to the end of November, with final design and bid specifications completed within 180 days.

### *C. Insurance*

The Consultant shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with the work performed on behalf of the City of Raymore by the Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

#### 1. General Liability

Owners and Protective Liability.

#### Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

### *D. Hold Harmless Clause*

The Consultant shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Consultant or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Consultant shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub-consultant or vendor used by the Consultant.

G. *Invoicing and Payment*

The Consultant shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Consultant shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

City decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or his designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

The Consultant acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Consultant further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Consultant shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Consultant at the Consultant's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Consultant shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Permits*

The successful Consultant shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Business License" required of all vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open records as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Q. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

R. *Affidavit of Work Authorization and Documentation:*

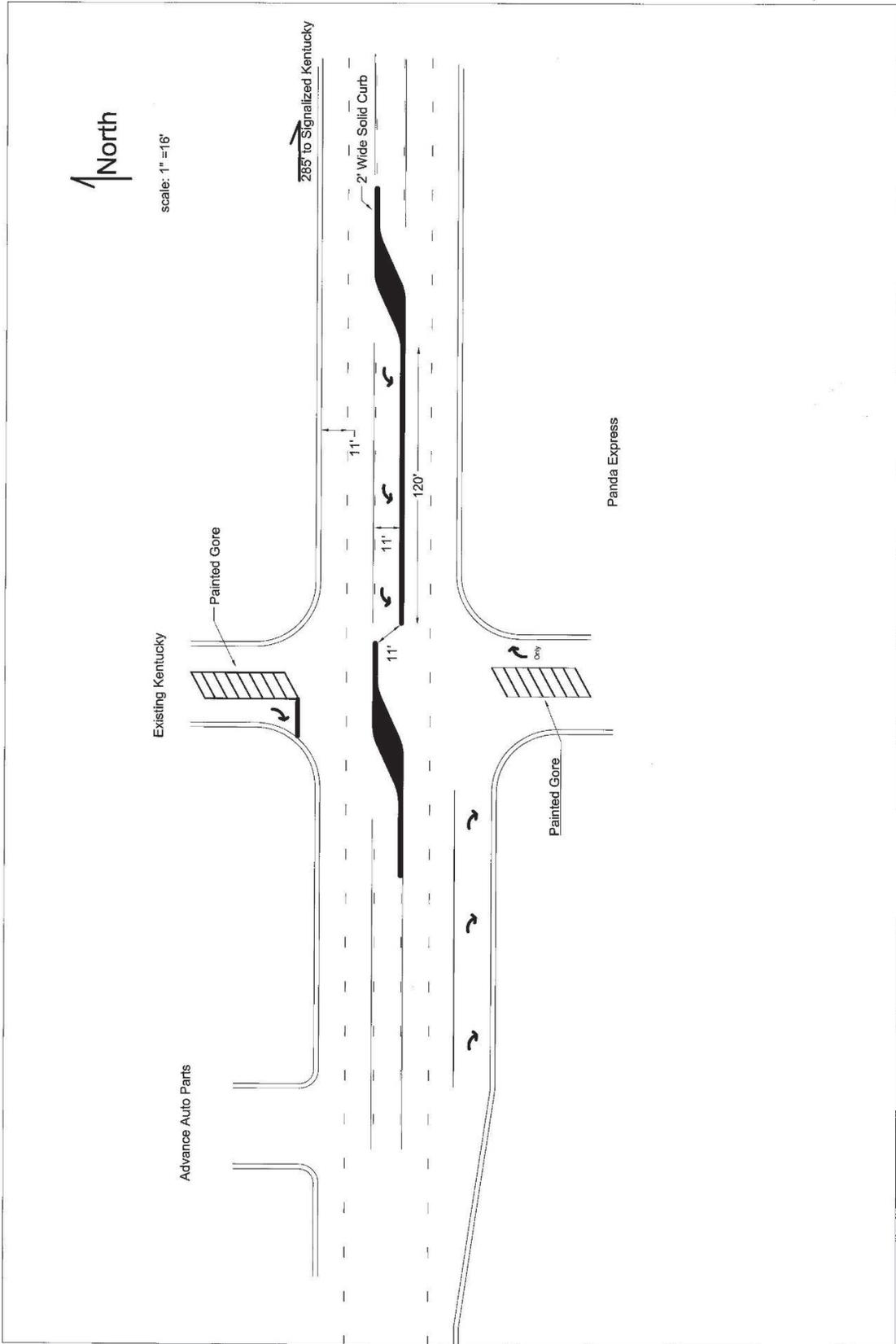
Pursuant to 285.530 RSMo, the consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.



Dean Avenue Access Management Improvements  
FY 2021-22 CIP



## QUOTE FORM D

### Fee

Cost, complete to provide professional services as outlined in RFQu # 23-437-301

Total Cost:           \$ 346,720.00

Wilson & Company, Inc., Engineers & Architects

**Please submit 'Quote Form D' in a separate sealed envelope labeled:**

Form D - Quote  
RFQu: 23-437-301  
Access Modifications and Traffic Signal Design on Dean Ave & 58 Hwy  
Firm Name

**Estimated Costs and Reimbursable Expenses - Summary included in form D**

Project: Access Modifications and Traffic Signal Design on Dean Ave & 58 HWY

RFQ 23-437-301



By: Michael Kramer

Date: November 30, 2023

Client: City of Raymore

DESCRIPTION	HOURS	LABOR EFFORT	DIRECT EXPENSES	SUBCONSULTANT CHARGES	SUBTOTALS
1 Task 01: Project Initiation and Meetings	45	\$ 9,120.00	\$ 160.00	\$ -	\$ 9,280.00
2 Task 2: Field Survey	280	\$ 34,700.00	\$ 3,380.00	\$ -	\$ 38,080.00
3 Task 3: Preliminary Traffic Engineering	293	\$ 42,190.00	\$ 160.00	\$ 10,420.00	\$ 52,770.00
4 Task 4: Preliminary Plan Development	1,002	\$ 146,510.00	\$ 320.00	\$ -	\$ 146,830.00
5 Task 5: Final Design Plans	294	\$ 43,010.00	\$ 320.00	\$ -	\$ 43,330.00
6 Task 6: Final Plans, Project Specifications And Estimate	138	\$ 21,670.00	\$ 160.00	\$ -	\$ 21,830.00
7 Task 7: Project Management and Quality Control	170	\$ 34,280.00	\$ 320.00	\$ -	\$ 34,600.00
<b>TOTALS</b>	<b>2,222</b>	<b>\$ 331,480.00</b>	<b>\$ 4,820.00</b>	<b>\$ 10,420.00</b>	<b>\$ 346,720.00</b>

Notes: Subconsultant in Task 3 is for Traffic Counts by Gewalt Hamilton Associates (GHA)  
 24 Hour Counts on Dean and 58 HighwayDean/58, Kentucky/58, 3xDean Entrances)  
 TMC Counts at Dean/58, Kentucky/58, and 3 entrances on Dean



Exhibit D - FEE ESTIMATE WORKSHEET



Proj: Access Modifications and Traffic Signal Design  
By: Michael Kramer  
Date: November 30, 2023  
Client: City of Raymore  
Notes: Agreement

Free Reviewed by:  
JCK  
Date: 10/19/23

TASK I.D.	WORK TASK DESCRIPTION	ESTIMATED HOURS													TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE	
		P7	P6	QC MGR	P5	P4	P3	PD5	PD3	FS6	FS5	FS4	OD5	P5					PD3
TASK I.D.	WORK TASK DESCRIPTION	Principal	Project Designer (Licensed)	Project Designer (Licensed)	Staff Detail Designer (Licensed)	Project Engineer	Senior CADD Designer	CADD Designer	Survey Manager (Licensed)	Chief Surveyor (Licensed)	Crew Chief, Senior Crew Chief	Senior CADD Technician/CA DD Manager	Electrical Engineer	Electrical Designer	Planner				
	LABOR RATE	\$280.00	\$240.00	\$200.00	\$155.00	\$130.00	\$150.00	\$115.00	\$200.00	\$140.00	\$100.00	\$115.00	\$200.00	\$115.00	\$105.00				
4.15	Attend Preliminary Plan Review Meeting	4	4	134	146	342	144	156	16	0	0	0	16	40	0	0	0	0	
4.16	Subtotal																		
Task 5: Final Design Plans																			
5.1	Final Signal Design Plans			16	28	32	8												
5.2	Develop Final Lighting Plans																		
5.3	Develop Final Entrance Plans			8		8	8												
5.4	Develop Erosion Control Plan					2	2												
5.5	Develop Final Maintenance of Traffic and Construction Phasing Plan			8		20	8												
5.6	Prepare Final Design Plans			4		32	8												
5.7	Prepare Specifications for Non-Standard Items			8			8												
5.8	Prepare Final Quantities			4		12	12												
5.9	Prepare Cost Estimate			4		4	4												
5.10	Subtotal																		
	TOTALS	17	24	415	286	614	210	240	36	80	80	110	38	50	22	2,222.00	\$ 331,480.00	\$ 15,240.00	\$ 346,720.00
Task 6: Final Plans, Project Specifications And Estimate																			
6.1	Revise Final Plans Based on City/ModOT Comments			4				12						2					
6.2	Prepare Final Special Provisions			20	40		8												
6.3	Prepare Construction Bid Engineer's Estimate			4	8														
6.4	Submit PDF Plans and electronic files for the City			2		8		12											
6.5	Subtotal																		
	TOTALS	8	16	120	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0
Task 7: Project Management and Quality Control																			
7.1	General Project Management and Coordination	4	8	100															
7.2	QA/QC	4	8	20			20												
7.3	Subtotal																		
	TOTALS	8	16	120	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: December 11, 2023

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3868: Chateau Place Memorandum of Understanding

**STRATEGIC PLAN GOAL/STRATEGY**

**FINANCIAL IMPACT**

Award To:	N/A
Amount of Request/Contract:	N/A
Amount Budgeted:	N/A
Funding Source/Account#:	N/A

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Memorandum of Understanding

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The Chateau Place Homes Association has approached the City regarding the possibility of having the City provide snow and ice control pre-treatment to the private streets within the development.

Raymore Operations and Maintenance staff has determined that these duties could be provided by the City staff without undue burden or reduction in service levels associated with the City's pre-treatment of public streets.

This work will be performed by City staff on a 100% cost recovery basis. The duties, responsibilities, and costs associated with this work are outlined in the Memorandum of Understanding attached to Bill 3868.

**BILL 3868**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAYMORE AND THE CHATEAU PLACE OF RAYMORE HOMEOWNERS ASSOCIATION INC. AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY.”**

**WHEREAS**, Chateau Place of Raymore Homeowners Association Inc. desires assistance with snow removal of their private streets; and,

**WHEREAS**, Chateau Place of Raymore Homeowners Association Inc. has requested that the City perform this service on a contractual basis; and,

**WHEREAS**, it has been determined by City staff that the City can perform routine snow removal activities without causing an undue burden or detracting from the ability of the City to pretreat City streets; and,

**WHEREAS**, the City has determined the costs that would be associated with these activities, and Chateau Place of Raymore Homeowners Association Inc. has agreed to pay the City the amount of \$40.12 per snow removal event.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. The Mayor is hereby directed and authorized to enter into the Memorandum of Understanding with the Chateau Place of Raymore Homeowners Association Inc.

Section 2. The Mayor and the City Clerk are hereby authorized to execute the Memorandum of Understanding attached hereto as Exhibit A for and on behalf of the City Council.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Emergency Reading. In order to assure timely implementation of the Memorandum of Understanding, the Mayor hereby authorizes the passage of this Ordinance as an emergency bill.

**DULY READ THE FIRST TIME THIS 11TH DAY OF DECEMBER, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF DECEMBER, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING AGREEMENT (the “Agreement”), is made this 11th day of December, 2023, by and between Chateau Place of Raymore Homeowners Association, Inc., hereinafter referred to as “Chateau Place” and the City of Raymore, Missouri, a Missouri municipal corporation, hereinafter referred to as “City”.

WHEREAS, Chateau Place desires assistance with snow and ice control of their private street; and

WHEREAS, Chateau Place has requested that the City perform this service on a contractual basis; and

WHEREAS, it has been determined by City staff that the City can perform routine snow removal activities without causing an undue burden or detracting from the ability of the City to perform snow and ice control on City streets; and

WHEREAS, the City has determined the costs that would be associated with these activities by City staff is \$40.12 per occurrence, and Chateau Place has agreed to pay the City the amount of \$40.12 per event.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, the parties agree as follows:

1. The City of Raymore Public Works Department will perform snow and ice control activities on the Chateau Place private streets in the amount of \$40.12 per event.

### GENERAL PROVISIONS.

- A. The parties agree that execution of this Agreement in no way constitutes a requirement on behalf of the City to assume any maintenance work on the private streets. Such maintenance shall remain the sole responsibility of Chateau Place.
- B. Indemnification. Chateau Place shall indemnify, release, defend, become responsible for and forever hold harmless the City and its respective officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, for and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorneys fees and other defense costs or liabilities of any character and from any cause whatsoever brought because of any action, alleged or actual, resulting in loss or damage received or sustained by any person, persons, entity or property arising out of or resulting from any act, error, omission, or intentional act of the City or its agents, employees or representatives, in any way connected with the services as provided for in this agreement or any other matter pertaining to this agreement.
- C. This Memorandum of Understanding may be terminated with or without cause upon 30-day written notice on the part of either party.

- D. The City of Raymore reserves the right to increase those fees outlined above from time to time upon 30 days written notice to Chateau Place.
- E. This Agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
- F. Any provision of this Agreement which is not enforceable according to law will be severed, and the remaining provisions shall be enforced to the fullest extent permitted by law.
- G. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
- H. All notices hereunder shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

If to Chateau Place, at:

City Manager  
100 Municipal Circle  
Raymore, MO 64083

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

**CITY:**

(SEAL)

THE CITY OF RAYMORE, MISSOURI

\_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

**CHATEAU PLACE OF RAYMORE  
HOMEOWNERS ASSOC. INC.:**

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Signature

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Title





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: December 11, 2023

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3870: Owen Good Pump Replacement - emergency read

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 2.2.3 Value and protect natural resources and green spaces

**FINANCIAL IMPACT**

Award To:	FTC Equipment, LLC
Amount of Request/Contract:	\$300,525.09
Amount Budgeted:	\$400,000
Funding Source/Account#:	Enterprise Capital Maint Fund (54)

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
December 2023	May 2024

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Proposal

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The FY 2024 Capital Budget provides funds for the replacement and upgrade to the pumps at the Owen Good Sanitary Sewer Lift Station. Staff is recommending a direct purchase of the pumps through our maintenance provider FTC Equipment, LLC.

**BILL 3870**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FTC EQUIPMENT, LLC FOR THE OWEN GOOD PUMP REPLACEMENT IN THE AMOUNT OF \$300,525.09 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY.”**

**WHEREAS**, the Owen Good Pump Replacement project was included in the FY2023 budget; and,

**WHEREAS**, Sulzer pumps have been determined to be the best pumps for this application; and,

**WHEREAS**, Due to delivery lead times, staff is recommending a direct purchase through our Contractor FTC Equipment, LLC.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. The City Manager is directed to enter into a contract in the amount of \$300,525.09 with FTC Equipment, LLC for the Owen Good Pump Replacement project, attached as exhibit A.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Emergency Reading. In order to assure timely completion of this project, the Mayor hereby authorizes the passage of this Ordinance as an emergency bill.

**DULY READ THE FIRST TIME THIS 11TH DAY OF DECEMBER, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF DECEMBER, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

# FTC Equipment, LLC

5238 Winner Road  
 Kansas City, MO 64127

Phone: 816-833-7200  
 Fax: 816-833-1074

# Quote

Date	Estimate #
5/23/2023	13706

Name/Address
City of Raymore Attn: Accounts Payable 100 Municipal Circle Raymore, MO 64083-0441

Ship To
City of Raymore Public Works Department 1021 S. Madison Street Raymore, MO 64083

Terms	Rep	FOB	W/O Number
Net 30	RJQ	Factory	

Qty	U/M	Item	Description	Rate	TOTAL
1	EA	Pump Package	Facility: Owen-Good Lift Station Location: Wet Well / Control Room  Scope of Work: Supply and install (3) new submersible pumps with upgraded controls  To Include: (1) Sulzer Model XFP200M-CH2-PE1850/4 Pump - \$83,688.43 w/ 248 HP, 3 PH, 460 V, 1750 RPM Motors (2) Sulzer Model XFP200M-CH2-PE1850/4 Pump - \$90,126.00 each w/ 248 HP, 3 PH, 460 V, 1750 RPM Motors (3) Guide Rail Adapters - 8" (3) SS Hardware Kits (1) PC 441 Sulzer Control Module (1) CA 511 Sulzer Digital Interface Module (3) CA 441 - Leak Sensor Relay (3) CA 442 - Thermal Sensor Relay (1) Installation Package - Removal of existing equipment and installation of new pumps and associated controls (1) Start-up Services (1) Estimated Freight  Note: Station will be able to stay in operation during this retrofit process. Note: The new Sulzer Pumps will be installed on the existing guide rail systems so no piping work will be necessary. Note: List price for the pumps are \$130,182.00. A discount on all three pumps will be received.	300,525.09	300,525.09

We appreciate the opportunity to be of service to you!			<b>Subtotal</b>	\$300,525.09
<b>TERMS AND CONDITIONS:</b> Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.			<b>Sales Tax (8.85%)</b>	\$0.00
			<b>TOTAL</b>	\$300,525.09





**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: December 11, 2023

SUBMITTED BY: Melissa Harmer

DEPARTMENT: Communications

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3872: Award of Contract to Trozzolo Communications Group

**STRATEGIC PLAN GOAL/STRATEGY**

1.2:1: Create a physical environment that inspires a sense of pride

**FINANCIAL IMPACT**

Award To: Trozzolo Communications Group  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
January 9, 2024	April 30, 2024

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Agreement

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The City of Raymore continues to oppose the development of a solid waste landfill near Raymore's north border, located in southeast Kansas City, Missouri, between 155th Street and 150 Highway.

Trozzolo Communications Group provided valuable public relations services to support the City's opposition efforts in the 2023 Legislative Session. Staff wishes to again contract with Trozzolo Communications Group for strategic public relations services during the 2024 Legislative Session.

**BILL 3872**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TROZZOLO COMMUNICATIONS GROUP FOR PUBLIC RELATIONS AND COMMUNICATIONS SERVICES RELATED TO THE CITY'S LANDFILL OPPOSITION EFFORTS."**

**WHEREAS**, the City of Raymore continues to oppose the development of a solid waste landfill near Raymore's north border, located in southeast Kansas City, Missouri, between 155th Street and 150 Highway; and,

**WHEREAS**, staff, in consultation with the Mayor and City Council, wish to again contract with Trozzolo Communications Group for strategic public relations efforts; and,

**WHEREAS**, Trozzolo Communications Group has been determined to be the best partner for these public relations initiatives and has indicated a willingness to work with the City of Raymore.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. The City Manager is hereby authorized to enter into a contract with Trozzolo Communications Group to provide a public information and relations campaign for the City, attached as Exhibit A.

Section 2. The City Manager and the City Clerk are authorized to enforce the contract and make changes within budget constraints.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 11TH DAY OF DECEMBER, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JANUARY, 2024, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date



## Scope of Work

City of Raymore/Public Relations and Issues Management  
December 7, 2023

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The following provides a general budget estimate for public relations efforts to support the city of Raymore's communications. This estimate is based on information presently available and generally covers work that would be conducted by Trozzolo Communications Group during this engagement. This scope covers a four-month engagement beginning in January 2024 and ending April 30, 2024.

## Scope of Work

### Preparation and Execution

#### *Kickoff Meeting*

Given Trozzolo's prior work with the city of Raymore, a deep-dive and research phase is not required; however, Trozzolo will need an hourlong meeting with city leaders to align on current challenges, goals and needs.

#### *Communications Messaging and Strategy*

We will analyze, revise and develop new strategic messaging, as needed, to guide our outreach efforts. These messages will provide a communications platform upon which all our outreach will be based.

#### *Planning*

We will build a strategic outreach plan that outlines objectives, strategies and tactics for ongoing PR. We will develop and implement a regular communications strategy with a focus on community engagement and media relations. Trozzolo will develop and implement a content strategy to ensure a steady cadence of engagement and transparent communication.

#### *Ongoing Communications*

We anticipate developing two to three news releases, media alerts or targeted pitches per month. Trozzolo will provide communications support and content for the city's social media pages and landing pages, as needed. These efforts include proactive and reactive communications, including consulting in response to questions from members of the community.

### SpokesPOWER Presentation and Mock Interviews

We understand that every Raymore official (elected or staff) is a potential spokesperson in an instance like this – not just to the media, but also to citizens, neighbors, etc. Each and every Raymore leader must be well prepared and aligned to share the latest facts and perspective. Through our SpokesPOWER presentation, we will work with city officials to ensure that they are aligned with the most current messaging and prepared to deliver it effectively and through the

appropriate channels. At the conclusion of the one-hour presentation, Trozzolo will spend a second hour conducting one-on-one mock interviews with participants and providing real-time analysis.

*\*Video recording is not included in the estimate.*

### **Account Management and Reporting**

#### *Responsiveness and Accountability*

Our commitment to excellent service is evident in the way we deliver consistent project updates. We provide weekly Friday reports to update your team on our performance and results for the week. We also schedule regular status calls and provide in-depth monthly service reports.

#### *Media Monitoring and Reporting*

We subscribe to Meltwater and Critical Mention for daily print and broadcast monitoring, as well as for clipping service. In addition to media tracking services, we also use Meltwater to build our media lists and editorial calendars. We will monitor ongoing media coverage and provide regular updates to the city of Raymore team.

## Budget

The fees below are based on a blended hourly rate of \$175. If a project's scope changes, we will ensure the new scope is outlined clearly and agreed upon by both parties before work begins.

Following is a budget breakdown for this project, utilizing our agency rate of \$175 per hour:

- **Public Relations and Account Management** \$29,000
  - \$8,000/month retainer Jan.-March
  - \$5,000/month retainer in April
- **SpokesPOWER Presentation and Media Training** \$4,500

<b>Total Budget:</b>	<b>\$29,000-33,500</b>
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*This budget is based on information available at the time this document was prepared. Costs are subject to change should any of the project's recommendations or specifications be modified or altered in any way. If specification changes require a revision in the estimated budget, Trozzolo Communications Group will submit written estimate changes for client approval prior to beginning work on the project.*

In the event we undertake on your behalf certain specific activity, such as development and production of print collateral or paid advertising, Trozzolo will estimate time and hard costs and will provide an estimate of those costs to you in the form of a Budget Authorization. Incidental expenses will be tracked and billed as follows:



## Timing

This Scope of Work covers a four-month engagement. Trozzolo will begin work in January 2024 and continue through April 2024.

## Approval

If the above meets your approval, please sign below and return a copy to us. Acknowledged, accepted and agreed on the 7 of December, 2023.

City of Raymore

By: \_\_\_\_\_ Date \_\_\_\_\_  
Name, Title

Trozzolo Communications Group

By: \_\_\_\_\_ Date \_\_\_\_\_  
Haley Harrison-Lee, Media Relations Director





## RESOLUTION 23-52

**“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, EXPRESSING OPPOSITION TO ANY PROPOSED FUTURE SOLID WASTE OR DEMOLITION MATERIAL LANDFILL, OR ANY SOLID WASTE OR DEMOLITION MATERIAL TRANSFER STATION BEING LOCATED ON THE CITY’S SHARED NORTHERN BORDER WITH THE CITY OF KANSAS CITY, MISSOURI, AND IN SUPPORT OF SENATE BILL 739, SENATE BILL 769 AND HOUSE BILL 1751.”**

**WHEREAS**, the City of Raymore has confirmed that the developer continues their efforts to locate a landfill in the southeastern portion of Kansas City, Missouri, on the northern shared border with the City of Raymore; and,

**WHEREAS**, the developer has repeatedly confirmed their consideration of that site to multiple agencies and to the Missouri Legislature; and,

**WHEREAS**, the location of a landfill at the considered site would have long-term or permanent serious, destructive, and damaging impacts on surrounding areas; and,

**WHEREAS**, these impacts include environmental degradation, diminishment of property values, and a chilling effect on commercial and residential development among other negative and harmful effects; and,

**WHEREAS**, the City of Raymore has been actively involved in fighting this proposal at the local, regional, and state levels for more than a year and is continuing to suffer tremendous negative impacts associated with this proposal; and,

**WHEREAS**, the City of Raymore will continue its opposition to the development of a landfill or transfer station at this location.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. This Resolution continues to voice the City Council opposition to a landfill at this location.

Section 2. This resolution supports Senate Bill 739, Senate Bill 1139 and House Bill 1751.

Section 3. This resolution shall become effective on and after the date of passage and approval.

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

**DULY READ AND PASSED THIS 11TH DAY OF DECEMBER, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

# Miscellaneous



**THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, NOVEMBER 20, 2023, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN AND CITY STAFF.**

**A. Speed Limits**

Staff discussed the methods and practices behind setting speed limits on city controlled roads, traffic calming measures, and speed enforcement.

**B. Other**

City Manager Jim Feuerborn reviewed information regarding the I-49 widening project being scaled back.

The work session of the Raymore City Council adjourned to Executive Session at 6:36 p.m.



**THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, DECEMBER 4, 2023, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.**

**A. Owen Good Pump Replacement**

Public Works Director Mike Krass discussed the need to replace the pumps at the Owen Good Lift Station and presented a recommendation regarding the purchase of the new pumps. The item will be presented for formal consideration at the next regular meeting.

**B. Use Tax Proposition**

City Manager Jim Feuerborn discussed a possible use tax proposition for the April ballot. Council directed staff to prepare the item for formal consideration at the next regular meeting.

**C. Other**

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to enter into executive session to discuss litigation matters and land acquisition matters as authorized by §610.021(1)(2).

<b>ROLL CALL VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The work session of the Raymore City Council adjourned to Executive Session at 6:24 p.m.